

**EXHIBIT B**  
**OPERATING PLAN**

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## 1) **INTRODUCTION**

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Yosemite National Park and the El Portal Administrative Site (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Horse and Mule Operating Plan, the Badger Pass Operating Plan, Employee Housing Operating Plan, and the VTS Operating Plan, attached as individual exhibits ("Individual Plans") to this Operating Plan contain more detailed requirements about those visitor services.

## 2) **DEFINITIONS**

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service and includes foods that are organic inasmuch as possible.
- B) Environmental Purchasing.** Purchasing of environmentally preferable products.
- C) Facility Operations (FO).** Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds-keeping.
- D) Feasible.** The ability to provide the equipment, materials or procedures because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.
- E) Main Season.** The second Friday in March through the last Saturday in October and all Holidays as described below.
  - (1) *Martin Luther King Day:* (Friday, Saturday, Sunday) preceding the holiday on the third Monday in January.
  - (2) *President's Day:* Period spans one week and two weekends, dependent on when the holiday falls in the month. If it is earlier in the month, then peak rates follow the holiday; later in the month, then peak rates precede the holiday.
  - (3) *Veteran's Day--November 11:* Weekend that moves according to the day of the week coinciding with the actual holiday. Example: if Veteran's Day is later in the week (Thursday-Friday) then the peak rate weekend will be Friday, Saturday and Sunday following the holiday. If Veteran's Day is earlier in the week (Monday-Tuesday) then the peak rate weekend would be Friday, Saturday and Sunday preceding the holiday. If the holiday falls on a Wednesday, then no peak rate is authorized.
  - (4) *Thanksgiving:* Wednesday, Thursday, Friday and Saturday.
  - (5) *December holidays:* December 15 through the Saturday following New Year's Day.
- F) Off Season.** Last Sunday in October through second Thursday in March, excluding all Holidays listed above under Main Season.

- G) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- H) Recycling.** The act of producing new products or materials from previously used and collected materials.
- I) Service Policy.** The directives, policies, instructions and guidance regarding the National Park System and the Service which are in writing and approved by the Secretary of Interior or a Department of Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.
- J) Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- K) Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

### **3) RESPONSIBILITIES**

#### **A) Concessioner**

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
  - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
  - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
  - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
  - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of a General Manager, the Concessioner must designate an acting General Manager.

#### **B) Service**

The Superintendent of the Area manages the Service operations, including oversight of concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates pursuant to Service Policy and Applicable Laws activities under the Contract relating to the Area. This includes:

- (1) Evaluation of Concessioner services and Concession Facilities;
- (2) Review and approval of rates charged for commercial services and products;
- (3) Review and approval of changes to services, advertisements, and other items outlined in this Operating Plan;
- (4) Review and approval of information and reports required of the Concessioner.

### **4) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

#### **A) Scope and Quality of Service**

The Concessioner must provide all services in a consistent, environmentally sensitive, and high quality manner and must operate in accordance with the operating standards as defined by the Service. The Service Operational Performance Program provides standards that are service minimums. These standards are referenced in this Operating Plan. The Service expects the Concessioner to make every effort to exceed these standards. This Operating Plan contains additional required operating standards and requirements.

#### **B) Schedule of Operations**

- (1) *Operating Seasons.* The Concessioner must provide the required services for Area visitors on a year-round basis, excluding those facilities that operate only on a seasonal basis. The Main Season begins the second Friday in March and ends the last Saturday in October. The traditional winter operating season begins mid-December and ends in early March.
- (2) *Opening and Closing Plans.* The Concessioner must submit for Service approval a written proposal of all projected facility or service opening and closing dates and hours of operation **no later than October 1** for the next calendar year.
  - (a) Weather, road, and other conditions may cause specific dates of operating seasons and operating hours to fluctuate. To the greatest practical degree, the Service will approve such changes prior to implementation. The Concessioner may not have operating hours less than those published in the Area's newspaper. The approved opening and closing dates and list of operating hours for the first year of the Contract are included as Exhibits B-1 and B-2, respectively to this Operating Plan.
  - (b) As part of its annual Operational Reports, the Concessioner must report the actual opening and closing dates for the previous calendar year to the Service by **February 1**.
- (3) *Operations Proposal.* The Concessioner must submit requests to modify visitor or employee services using the Operations Proposal form included as Exhibit B-12 (Concessioner Forms) to the Operating Plan. The Concessioner must describe in detail the nature of a proposed change, including an addition, suspension or discontinuance of a service authorized under the Contract. All completed Operations Proposals must be submitted to the Service under the signature of the Concessioner's Chief Operating Officer. Service staff will review Operations Proposals to determine the benefits of the proposed modification to the services provided under the Contract. The Service will provide the Concessioner with a written determination as to approval. All actions approved as Operations Proposals must be incorporated into an updated Operating Plan.

### C) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) the requirements regarding Service approval of the rates and charges set. It is the objective of the Service to ensure the Concessioner's charges to the public are commensurate with the level of services and facilities provided and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The reasonableness and appropriateness of rates and charges under this Contract must be determined using the methodologies set out below, unless and until a different rate determination is specified by the Service. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the *National Park Service Concession Management Rate Administration Guide (July 2010)* ("Rate Administration Guide") (a copy which can be obtained by contacting the Service), as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
  - (a) Overnight Accommodations. Overnight accommodation rates must be determined using comparability. Rates for in-camp guests at the High Sierra Camps must include breakfast and dinner.
  - (b) Food and Beverage. Rates must be determined using the Core Menu Guidelines. After the Concessioner and Service establish an initial core menu, those core menu items are subject to comparability analysis. Non-core menu items are set using Competitive Market Declaration. The Concessioner must submit all requests in accordance with the Service's guidance for Core Menu rates and must submit its entire menu for Service approval prior to implementation.
  - (c) Merchandise. Merchandise rates are set in accordance with the Service's Competitive Market Declaration guidelines. If the item is marked with a Manufacturer's Suggested Retail Price (MSRP), the Concessioner must sell the merchandise at that price or less.
  - (d) Convenience, Grocery, and Vending. Convenience, Grocery, and Vending items are priced using National Association of Convenience Stores Markup Percentages or, if marked on the package, at MSRP or less.

- (e) Fuel. Rates must be determined using comparability with consideration for seasonality. Since prices may fluctuate frequently, the Concessioner must submit a gasoline pricing information sheet with comparable property information to the Service whenever rates increase.
  - (f) Catered and Special Events (Authorized Service). Rates for catered and special events are determined using Competitive Market Declaration.
  - (g) Other Services using Comparability. Rates for Motorized Interpretive Tours, Mountaineering School and Guide Services, Equipment Rentals (Rafts, Bicycles, Skis, Snowboards, Nordic Equipment and Ice Skates), Public Showers, Public Laundry, Ski and Snow Related Services, Golfing, Tennis, Horse and Mule Operations, Swimming Pools, Ice Skating (Authorized Service), Internet (Authorized Service), Kennel Services (Authorized Service), and Badger Pass and Tuolumne Meadows Shuttle Service (Authorized Service) are determined using comparability.
  - (h) Other Services using Competitive Market Declaration. Rates for Interpretive Services, Hair Care (Authorized Service), Child Care (Authorized Service), and Massage Services (Authorized Service) are determined using Competitive Market Declaration.
- (2) *Rate Approval Process*
- (a) Rate Request Timing. Rates cannot be changed unless approved by the Service. Proposed rate request are typically submitted on an annual basis. Requests must be in writing and **at least 90 days in advance of intended effective date**. Should special conditions require a quicker than normal response, the Concessioner must clearly explain these conditions in writing. All rate increase requests must accord with applicable Service Policy and provide information to substantiate the requested rates in sufficient detail for the Service to replicate results using the applicable methodology specified in the Rate Administration Guide. The Service analyzes the rate requests using the selected rate method and will approve, disapprove, or adjust the rates based upon this analysis. The Service will inform the Concessioner of the approved rates and the reason for any disapproval or adjustment. The Service also annually reviews and documents the applicability of the Competitive Market Declaration of specific services and notifies the Concessioner if this rate method no longer applies.
  - (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes, but is not limited to, brand names, portions, length of service, amenities provided, etc.
  - (c) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services provided to the visiting public, including room rates posted in each room.
  - (d) Approved Rate Effective Period. Approved rates must remain in effect until superseded by changes approved in writing by the Service.
  - (e) Deposits/Refunds. The policy must be included in all overnight accommodation brochures and reservation confirmations.
    - (i) A deposit may be required to hold a reservation and may be paid by cash, check, or major credit card. The Concessioner's deposit policy must be approved by the Service as part of its rate approval request.
    - (ii) Refunds must be processed within two weeks of cancellation.
  - (f) Advanced Rate Approvals. The Concessioner may advertise and charge a higher advanced overnight accommodations rate for its upcoming season prior to completion of formal rate approvals in accordance with the Service's Advanced Rate Approval policy and Rate Approval Guidelines.
  - (g) Rate Compliance. The Service will check rate compliance during periodic operational evaluations and throughout the year.
  - (h) Reduced Rates for Federal Government Employees. The Concessioner must include reduced overnight accommodation rates for federal government employees on official business as part of its approved rate requests.

- (i) Exceptional Conditions. In exceptional circumstances when the Concessioner must offer an item or service at less than the optimum condition because of unavailable elements or amenities or because of poor service or other conditions (such as a power outage), the Concessioner must discount the item or service.

#### **D) Purchasing**

- (1) *Competitive Purchasing*. The Concessioner may purchase from a facility operated or owned by the Concessioner or an affiliated company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer or the operation.
- (3) *Environmental Purchasing*. The Concessioner must employ environmental purchasing practices (i.e., purchase Environmentally Preferable products such as buying in bulk, reducing packaging, and purchasing locally) if feasible.

#### **E) Evaluations**

- (1) *Concessioner Monitoring Program*. The Concessioner must inspect and monitor its Concession facilities and services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, environmental management and impacts on cultural and natural resources, asset management, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Particular inspection and testing requirements are described in other sections of this Operating Plan.
- (2) *Service Concession Review Program*. The Service will evaluate the Concessioner facilities and services to assess and rate concessioner performance in accordance with the NPS Concession Review Program. This consists of periodic service evaluations, contract compliance evaluation, risk management program evaluation, environmental management evaluation, asset management review, public health inspections and visitor satisfaction review. The results of these evaluations are used to prepare an Annual Overall Rating. These activities may be conducted by Service personnel. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating.
- (3) *Periodic Operational Evaluations*. The Service will conduct both announced and unannounced periodic operational evaluations of Concession facilities and services to ensure conformance to applicable operational standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.
  - (a) Asset Management Evaluation. The Service will conduct an annual asset management evaluation and rating. The evaluation will consider performance against requirements in maintaining facilities as defined in the Concession Contract including this Operating Plan and the Maintenance Plan.
  - (b) Environmental Management Program Evaluation. The Service will conduct an annual evaluate the Concessioner's Environmental Management Program (EMP) evaluation and rating. The evaluation will consider performance in protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.

- (c) Interpretive Program Review. The Service will evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes. The Service will consider this information in the Concessioner's Annual Overall Rating.
- (d) Public Health Inspections. A representative of the Service's Public Health Program will periodic evaluations of the Concessioner's food and beverage operations, grocery, and swimming pool operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code. Additional facility and service operations may also be evaluated by the Public Health official on an ad hoc basis. The Concessioner must post a public notice in its food and beverage that results of food and beverage facility public health inspections are available from the Superintendent's Office.
- (e) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. This evaluation will consider performance in implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation a component of Periodic Operational Evaluations.
- (f) Visitor Satisfaction Review. The service will review Concessioner visitor satisfaction program results, complaints and comments on the Concessioner's services and will consider this information in the Concessioner's Annual Overall Rating.
- (4) Annual Overall Rating. The Service will determine and provide the Concessioner with an Annual Overall Rating based upon Service evaluation by April 1 for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
  - (a) Contract Compliance Evaluation and Report. The Contract Compliance Report and rating considers the contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, timely submission of proof of general liability, automobile, workers compensation insurance.
  - (b) Operational Compliance Report. The Operational Compliance Report and rating considers Periodic Operational Evaluations, the Concessioners RMP Evaluation, EMP Evaluation, Public Health Rating, and Asset Management Evaluations.
  - (c) Other Information. Visitor satisfaction and interpretive program reviews are also considered in Annual Overall Rating.
- (5) Other Service Audits and Inspections
  - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession facilities and operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual EMP Evaluation.
  - (b) Fire Inspections. Concessioners are responsible for various fire system inspections and tests as described in Section 8(B) (Fire Prevention, Protection, and Suppression) of this Operating Plan. The Service may also conduct fire safety inspections at its discretion over the course of the Contract term. Location managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator. Performance in addressing fire safety requirements may be considered in the annual RMP Evaluation.
  - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concessioner facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
  - (d) Other Inspections. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

## **F) General Policies**



(1) *Facilities Use*

- (a) Authorized Use. The Concessioner must use the Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless the Concessioner obtains prior written permission from the Service.
  - (b) Laundry Facilities. The Concessioner must locate laundry facilities for its operations outside the Area. Construction of laundry facilities for operational use in the Area is not authorized.
  - (c) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession Facilities including the concession employee housing areas. The Concessioner must clearly mark this information on the guest registration folio and other printed materials.
  - (d) Smoking Policy. The Concessioner must comply with current Service guidelines and requirements about smoking. Smoking is prohibited in all Concession Facilities, including overnight accommodations and in any outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must designate employee smoking areas.
- (2) *Seasonal Facility Set-up/Take-Down*. The Concessioner must coordinate seasonal facility set-up and take-down operations with adequate staffing levels to ensure Concession Facilities are fully functional and ready to operate on opening day and are properly secured at the end of each season.
- (3) *Service Animal Policy*. The Concessioner must provide a Service Animal Policy to the Service for approval, **within 60 days of Contract effective date**, and thereafter on an annual basis, by **November 15**, if changes occur. This policy will address and apply to activities and locations where service animals may be used or requested to be used.

(4) *Beverage Containers*

- (a) The Concessioner may either participate in or fully emulate the California beverage container redemption/recycling program. The Concessioner will promote and implement a recycling program that fully supports the efforts of the Service, at the Concessioner's expense. The Concessioner will ensure a deposit sticker is placed on all recyclable beverage containers if not participating in the California program and will establish locations at each developed area where containers are sold to recycle and redeem these beverage containers.
  - (b) If not participating in the California beverage container redemption/recycling program, any beverage container deposits collected in excess of related operating expenses will be used for environmental projects as approved in writing by the Superintendent. A detailed accounting of the beverage container deposits collected and distributed will be provided to the Service by **March 1** on an annual basis.
- (5) *Reservations*. The Concessioner must utilize a central computerized reservation system. The Concessioner must make reservations accessible to the public without restriction to assure no one category of visitor gains special privileges, whether through group affiliation, prepayment of substantial advance rental, or other means. The Concessioner must not withhold any type of room inventory within its reservation system in connection with any yield management program (such as length of stay). The Concessioner must use reservation policies and procedures similar to those businesses used as comparison properties in approving rates.
- (a) Reservation Services. The Concessioner must make reservation services available, at a minimum, via telephone, mail, fax, and Internet. The Concessioner will offer an on-line Internet reservation system consistent with lodging industry best practices. The reservation call center(s) must be based in the United States. The Concessioner may accept individual visitor overnight accommodation reservations on a 366-day forward rolling basis.
  - (b) Reservation Confirmation. The Concessioner must provide confirmation notification in writing (e.g. mail or email) to guests upon confirming reservation.
  - (c) Reservations Staff. The Concessioner must adequately staff its reservations center on a year-round basis and will increase staff, if necessary, to meet the need during peak periods. All reservation personnel must be familiar with services available under this Contract to

coordinate reservations of multiple services or activities. The Concessioner must designate a point of contact for the Service regarding the reservation system.

- (d) Accessibility and Reservation Services. Reservation services will meet all Service accessibility requirements.
  - (e) Third party sales or intermediaries. Third party companies that are selling rooms or services for the Concessioner must sell those rooms or services at or below the NPS-approved maximum rate. The Concessioner must include any service fee or commission that the third party charges in the approved maximum rate.
  - (f) Overbooking. The Concessioner must not overbook unless there is a comparable or superior service or facility available. The Concessioner must provide the superior service or facility at the same price as the original booking price. The Concessioner may implement a waiting list system, where the visitor is not guaranteed, nor charged for, a reservation until a service is confirmed available.
- (6) *Conferences, Group Meetings, Special Events, Packages and Private Functions*
- (a) Groups. A "group" is defined as an individual or organization making a reservation of ten (10) or more sleeping rooms for any given period. Examples of groups include, but are not necessarily limited to, conferences, educational activities, and social functions such as weddings, reunions or other milestone events. Group blocks are portions of the overnight accommodations inventory that may be set aside for sale to groups. The Concessioner may set aside group blocks and reserve rooms on a two year forward rolling basis.
  - (b) The Concessioner may NOT set aside group blocks for special events organized and marketed by the Concessioner. The Concessioner may package overnight accommodations and special event activities as "packages" or "promotions" for sale to the general public, but overnight accommodations must remain on a first-come, first-served reservation basis.
  - (c) Allocation of Space for Group or Special Event Functions. The Concessioner must manage the allocation of special event and group functions in Concession Facilities to not unduly interfere with the use and enjoyment of the Area or Concession Facilities by the visiting public. The Concessioner is limited to the following specific spaces within the Concession Facilities for group or special event functions:
    - (i) *The Ahwahnee Hotel*: Available year round: Colonial Room, Mural Room, Tresidder Room, Tudor Lounge, and Winter Club Room; Available between November 1 – April 1: Solarium
    - (ii) *Curry Village*: Available between November 1 – April 1: Lounge and Pavilion
    - (iii) *Wawona Hotel*: Available year round: Sun Room
    - (iv) *Yosemite Lodge*: Available year round: Cliff Room and Garden Terrace
  - (d) Total Number of Rooms Allowed. The following are the maximum number of rooms allowed for group blocks by location within the Area. If either a type of function or season is not listed, there are not a maximum number of rooms. All midweek and weekend room allotments defined below are during Peak Season Dates with the exception of the Social Milestone event at Yosemite Lodge as noted.
    - (i) *The Ahwahnee Hotel*
      - (a) Weddings: Weekend = 12 rooms
      - (b) Social Milestone Event: Midweek/Weekend = 20 rooms
      - (c) Travel Agencies: Midweek/Weekend = 5 rooms
    - (ii) *Curry Village*
      - (a) Weddings: Weekend = 15 rooms
      - (b) Social Milestone Event: Midweek/Weekend = 5 rooms
      - (c) Travel Agencies: Midweek/Weekend = 5 rooms
    - (iii) *Housekeeping Camp*
      - (a) Social Milestone Event: Midweek/Weekend = 78 units

- (iv) *Wawona Hotel*
  - (a) Weddings: Weekend = 10 rooms
- (v) *Yosemite Lodge*
  - (a) Tour Group: Midweek = 25 rooms; Weekend = no group bookings
  - (b) Weddings: Weekend = 25 rooms
  - (c) Social Milestone Events: Midweek/Weekend = 25 rooms (in season); Weekend = 25 rooms (off season)
  - (d) Travel Agencies: Midweek/Weekend = 35 rooms
- (7) *Credit Cards*. The Concessioner must honor credit cards to include, but not limited to, MasterCard, Visa, American Express, and Discover. The Concessioner must accept debit cards and may accept other types of payment methods including but not limited to travelers' checks, personal visitor checks, and gift cards at its discretion.
- (8) *Telephone Services*. The Concessioner must provide telephone services with public access to long distance services.
  - (a) Public Pay Phones. The Concessioner must provide public pay phone service (operated by coin, credit card, calling card) within the Concession Facilities. The Concessioner must submit to the Service a list of public pay phones by location, quantity, and type for Service review and approval. The Concessioner must check public phones regularly to ensure they are in working order. The Concessioner will report within 48 working hours' out-of-order phones to the appropriate telephone utility and post a computer-generated sign on them directing visitors to the nearest working unit. A change in number, type, or location of pay phones requires Service approval. The service provided must allow customers to reach their preferred long distance carrier from public telephones and receive sufficient information about the rates they will pay for operator services.
- (9) *Lost and Found*. The Concessioner must develop and maintain a lost and found program to address items collected from on and off-Concession premises. The Concessioner must submit its program to the Service for review and approval **within 45 days of Contract effective date**.
  - (a) All lost items found must be logged and turned into a designated secure location. These articles must be properly dated, secured and stored. Records must be maintained and procedures established to ensure prompt, accurate response to guest inquiries concerning lost articles.
  - (b) Collection of valuable items such as credit cards, jewelry and portable electronics must be immediately reported to the Service in accordance with agreed upon procedures. These items will be promptly collected by the Service. Less valuable items will be held until retrieved bi-weekly by the Concessioner's staff as identified in its Lost and Found program.
  - (c) Instructions for visitors on reporting lost items to the park should be provided in lodging guest room materials and otherwise be available to visitors upon request at appropriate concession locations (e.g., lodging front desk, ticket counter, etc.).
  - (d) If a visitor claims a found item prior to the Service retrieving that item, the concessioner must require the claimant to provide proper identification of the item, name, contact information, and signature of receipt. This information must be given to the Service.
- (10) *Vehicles*
  - (a) Licensing, Insurance, Maintenance and Registration. The Concessioner must properly register, license, insure, and maintain all vehicular equipment used by the Concessioner to perform services under the Contract.
  - (b) Parking. The Concessioner must park all its vehicles and equipment in Service-approved designated areas in a safe and orderly manner. Parking must maintain adequate ingress and egress of the designated area at all times. Concessioner or concession employee vehicles may not be parked in spaces designated for visitor use for a period greater than 24 hours. All Concessioner vehicles parking in spaces designated for visitor use must have prior Service

approval. Concessioner and/or concession employee vehicles registered as "planned non-operation" (PNO) may not be parked or stored in the Area.

- (c) Abandoned Vehicles. The Concessioner must notify the Service of abandoned, immobile, or inoperable vehicles, including employee vehicles, within the Concession Facilities. The Service will arrange to have vehicles towed in accordance with Service standard operating procedures. Concession employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner.
  - (d) Identification. The Concessioner's name or logo must be on every vehicle.
  - (e) Deliveries. The Concessioner must schedule deliveries at all Concession Facilities to not interfere with business operations during peak visitor times of day. Deliveries should use non-public areas to the extent possible. The Concessioner and its contractors must comply with oversize vehicle restrictions and regulations set forth in the Superintendent's Compendium. Delivery vehicles must not obstruct traffic along Village Drive while accessing the Concessioner Warehouse.
- (11) *Employee Housing, Food and Recreation, and Area Community Programs*. The Concessioner must provide clean, well maintained employee housing accommodations to appropriate staff. Specific terms and conditions for this service are contained in Operating Plan Exhibit B-7 (Employee Housing Operating Plan). These services will meet Service standards for Concession employee housing and dining and will be subject to evaluation by the Service under the Concessioner Review Program.
- (12) *Interactions with Wildlife*
- (a) The feeding of wildlife within the Area is prohibited.
  - (b) While the sale of popcorn, nuts, seed, suet, or other bird food is not prohibited, the Concessioner must not encourage the feeding of wildlife by displaying food such as popcorn or nuts or maintaining hummingbird seed, suet, or any other type of bird food in such a manner that may imply approval of the feeding of wildlife.
  - (c) The Concessioner may not sell plant seed of any kind within the Area.
  - (d) With the exception of approved vending machines, the Concessioner may not display food or wildlife attractants at the exterior of Concession Facilities.
  - (e) The Concessioner must display Service approved signage discouraging leaving unattended food or food trash on every outdoor tables within the Concession Facilities.
  - (f) The Concessioner must display Service approved signage discouraging visitors from feeding wildlife in all outdoor eating areas and in the exterior areas of food and beverage and retail outlets.
  - (g) The Concessioner must make all buildings and other structures, such as lockers that contain food, as defined in the Superintendent's Compendium, bear resistant and pest-proof.
  - (h) The Concessioner must have preventive measures in place to limit exposure to vector borne diseases such as Hantavirus. The Concessioner is required to adhere to the Yosemite National Park Directive 9, Hantavirus Risk Reduction Program. The Concessioner must submit its protocols for Hantavirus Risk Reduction **within 60 days of Contract effective date** and provide updates as necessary.
  - (i) The Concessioner must notify the Area Communication Center at (209) 379-1992 immediately of any wildlife incidents or sightings that need immediate attention such as car or building break-ins, sightings of bears in developed areas, incidents where a bear is still present, or if visitors are seen feeding or approaching wildlife. The Concessioner will report past sightings or wildlife incidents that do not need response to the Service Wildlife Management Office at (209) 372-0476.
  - (j) Upon Service request, the Concessioner will employ camp hosts to educate visitors and monitor proper food storage within Curry Village, Housekeeping Camp and at all High Sierra Camps.

(13) *Visitor Satisfaction Monitoring Program*

- (a) The Concessioner must ensure the availability of an adequate visitor satisfaction monitoring program through the use of comment cards or by electronic means. The Concessioner must make Service-approved comment cards and/or electronic surveys available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience.
- (b) The Concessioner must investigate and respond to all visitor complaints regarding its services. The Concessioner must provide visitor comments alleging misconduct by Concession or Service employees, pertaining to the safety of visitors or employees, or involving threats to Area resources, to the Service upon receipt.
- (c) The Concessioner will provide to the Service, by the **15th day of each month**, tabulated summaries, including year to date, of all visitor comments and complaints received on comment cards, surveys, or any other form of documentation. The Concessioner must provide Individual comments upon request.
- (d) The Service will forward to the Concessioner comments and complaints received regarding the Concession Facilities or services. The Concessioner must investigate and make every effort to provide an initial response to complaints within 48 hours. The Concessioner must provide a copy of responses to the Service. The Service will forward a copy of Service responses to the Concessioner

#### **G) Human Resources Management**

- (1) *Employee Identification and Appearance.* At a minimum, the Concessioner must issue all employees an employee photo identification card that includes the name and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. The Concessioner must require all employees in direct contact with the general public wear uniforms or standardized clothing with a properly displayed nametag. Employees must be neat and clean in appearance and project a hospitable, positive, friendly and helpful attitude. Additional requirements may apply to particular services. These are identified in applicable sections of this Operating Plan.
- (2) *Area Entrance Passes*
  - (a) The Concessioner must contact the Fee Management Office to obtain Area entrance passes for permanent and seasonal employees.
  - (b) The Concessioner will maintain a tracking system for passes issued and appropriate distribution.
  - (c) All Area entrance passes are the property of the U.S. Government. The Concessioner will adhere to the Area's Standard Operating Procedure for Area Entrance Passes, available upon request.
- (3) *Employee Hiring Procedures*
  - (a) Staffing Requirements. The Concessioner must hire and schedule a sufficient number of employees to ensure satisfactory visitor services throughout the season.
  - (b) Drug-free Environment and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse, and conduct educational program(s) for its employees to deter drug and alcohol abuse.
    - (i) The Concessioner must establish an appropriate employee drug-testing program.
    - (ii) All employees in safety sensitive positions (e.g., tour bus drivers, ski lift operators, security officers) or in positions where a federal or state law so requires, must participate in a Service-approved drug-testing program.
    - (iii) Should illegal drug use occur, the Concessioner must report such use and subsequent action taken by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Officer or Special Agent (Investigator).
  - (c) Background Checks. The Concessioner will establish hiring policies that will include comprehensive background checks on all employee hires as appropriate to the position. These may include: wants/warrants check; local criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social

security number trace; and driving history check. No employee must be hired if they show any active wants or warrants (current fugitive from justice). The Concessioner will submit these policies for review and approval by the Service prior to implementation, including any updates or amendments that substantially change the previously reviewed and approved policies.

- (d) Driver Requirements. Drivers of all vehicles will have a valid license for the type of vehicle being operated per California law.
  - (e) Employment of Service Employees or their Family Members. The Concessioner must not employ the spouse or dependents of the Superintendent, Deputy Superintendent, Business and Revenue Management staff, or Public Health Sanitarian. The Concessioner must not employ in any status any other Service employee, his/her spouse, minor children, or any other household member without the prior written approval of the Superintendent.
- (4) *Training*
- (a) General. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public and must include all training required by Applicable Laws. The Service periodically audits Concessioner training sessions.
  - (b) In addition to job-specific training and skills, employee training must include the following:
    - (i) *Concessions Management*. The Concessioner will provide managers and staff adequate reference materials and resources, including but not limited to the Service Periodic Concession Evaluation standards and the Concession Contract and its exhibits such as, land assignment maps, the Maintenance Plan, and the Operating Plan.
    - (ii) *Customer Service/Hospitality Training*. The Concessioner must provide customer service/hospitality training for employees who have direct visitor contact. Training will include guidance on how employees can positively present the Area and Area partners to the public, as well as how to effectively report and respond to visitor comments and concerns.
    - (iii) *Alcoholic Beverage Service*. Managers and employees whose responsibilities include the management or dispensing of alcoholic beverages must be provided State of California-approved training prior to assuming alcoholic beverage service positions.
    - (iv) *Sanitation Training*. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws.
    - (v) *Environmental and Risk Management Training*. The Concessioner must provide environmental and risk management training to employees as required by Applicable Laws and in accordance with its Environmental Management and Risk Management Programs.
  - (c) Orientation. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.
  - (d) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, educational or instructional programs, safety orientation information and services. Direction and emphasis on this program must incorporate the Service's Long Range Interpretive Plan, which is available from the Service. Service Interpretive staff is available to work with the Concessioner to improve the methods of preparing and presenting effective interpretive information. The Service evaluates interpretive visitor services to ensure appropriateness, accuracy, and the relationship to Area interpretive themes.
  - (e) Employee Handbook. An employee handbook including the policies of the Concessioner and the regulations and policies of the Service must be developed and provided to the Service for review and approval prior to distribution to employees **within 30 days of Contract effective date**. Updates to the handbook must be submitted to the Service for a 30-day review period.

- (5) *Possession of Firearms.* Concession employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.

#### **H) Employee Services**

##### **(1) Employee Recreation and Wellness Center**

- (a) General. The Concessioner must provide year round employee recreation services at the Curry Village Wellness Center. Use of other locations outside of the Concession Facilities requires prior Service approval.
- (b) Employee Requirements and Qualifications. Wellness Center employees must be adequately and appropriately trained for their area of responsibility.
- (c) Activities and Events. Employee recreation and wellness activities and events must not be open to the general public. The Concessioner may allow persons employed by other organizations in the Area to participate in wellness and recreation activities.
  - (i) The Concessioner may not advertise employee activities or events in a public area without the prior approval of the Service.
  - (ii) Activities should promote the health and well-being of employees and sufficiently diverse to attract a variety of interests.
- (d) Employee Transportation. The Concessioner may provide shared employee transportation to and from work sites.

- (2) *Cashier Services.* The Concessioner must provide cashier cashing services for its employees.

#### **I) Collective Bargaining Agreements (if Applicable)**

The Concessioner must provide a copy of each Collective Bargaining Agreement to the Service **as soon as any new Bargaining Agreements is put in place or current Bargaining Agreement is updated.**

### **5) RISK MANAGEMENT**

#### **A) Risk Management Plan**

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program, Directors Order #50C, Public Risk Management and NPS-48, Chapter 34, Risk Management. The Concessioner must submit its initial plan to the Superintendent **within 120 days of Contract effective date** and annually thereafter by **November 30** of each year. The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.

The elements that must be addressed in the Concessioner Risk Management Program are included at the end of this Operating Plan (Attachment A). Further risk management specifications and requirements are found below, are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

#### **B) Emergency Response Plans**

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws as defined in 29 CFR 1910.120. These must include, as applicable by regulation an Emergency Action Plan and Emergency Response Plan. A Spill Prevention Control and Countermeasure (SPCC) Plan may also be required. These plans must be submitted to the Park **within 120 days of Contract effective date** and when updated. These stand-alone planning requirements must also be referenced as key parts of the Concessioner's RMP and EMP. Emergency response equipment must be provided as appropriate and must be maintained in good condition. The Concessioner must submit to the Park its Hazard Communication Plan, prepared in accordance with 29 CFR 1910.1200, **within 120 days of Contract effective date**. This plan must be referenced as part of the Concessioner's Risk Management Program.

**C) Safety Representative**

The Concessioner must designate one employee as the safety representative **within 60 days of Contract effective date** and update this information as necessary. This person must have the authority to make decisions within the Concession Facilities in regard to safety concerns.

**D) Acknowledgement of Risk**

The Concessioner may require clients participating in activities to sign an Acknowledgement of Risk form. All such forms must comply with Service requirements (as these may be amended during the term of the Contract). The Concessioner may not require Area visitors to indemnify or hold harmless the Concessioner.

- (1) The Service approved sample Visitor's Acknowledgement of Risk form is available from the Service.
- (2) The Concessioner must submit to the Service for approval its proposed Visitor's Acknowledgement of Risk form at least **30 days in advance of any proposed changes** in the form. If no Visitor's Acknowledgement of Risk form will be used, the Concessioner must advise the Superintendent of this intention. The Concessioner may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer, and/or indemnification agreement.

**6) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner must prepare, with guidance from the Service, an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and updates submitted annually by **November 30**. Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

**7) UTILITIES**

Responsibilities and procedures to supply, assess costs, and bill utilities for Concession Facilities and operations are described in this section. Additional requirements are described in the Maintenance Plan (Exhibit H) of this Contract.

**A) General Responsibilities**

- (1) *Concessioner*
  - (a) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
  - (b) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including electricity, phone, internet, propane, solid waste, and recyclables removal. The Concessioner must provide prompt payment for these services.
- (2) *Service*
  - (a) The Service will provide potable water and wastewater services to the Concession Facilities.
  - (b) The Service will bill the Concessioner in accordance with its Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
  - (c) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **90 days before new rates for the upcoming year become effective**. Rates will be based on the preceding fiscal year's actual costs.

**B) Utility Add-on**

- (1) *Utility Add-on Approval*. The Service has approved a Utility Add-on of 3.05% of the Concessioner's gross receipts for the first year of the Contract. The Service may approve a Utility Add-on for subsequent years in accordance with Service policy, but the Utility Add-on will not exceed 3.05% of the Concessioner's gross receipts for the term of the Contract. This amount is projected to cover a portion of the Concessioner's utility expenses above the industry norm. The



Service developed the utility rate projections in accordance with DO-35B. The Service expects utility rates to increase at approximately twice the rate of inflation.

(2) *Distribution and Billing of Utility Add-ons*

- (a) The Utility Add-on approved by the Service must be distributed across those services that are predominant users of the utility under a reasonable distribution method (such as using a ratio of departmental revenue relative to gross receipts). The Service will review and approve the distribution as appropriate as part of its annual rate approval process.
- (b) The Concessioner may not show any Utility Add-on amounts as a separate line item on Concessioner billing (receipts). The Concessioner must incorporate the Utility Add-on into the advertised rate or price.

(3) *Reporting and Reconciling the Utility Add-on*

- (a) The Concessioner must provide an annual reconciliation of the total Utility Add-on amount collected (additional revenue) and the actual utility costs incurred to the Service by **January 15** for the previous year.
- (b) The Concessioner must not include Utility Add-on revenues, if any, in its gross receipts for the purpose of calculating franchise fees.
- (c) The Concessioner must report Utility Add-on revenue in the notes to its Annual Financial Report (AFR).

## **8) EMERGENCY SERVICES**

Responsibilities and procedures concerning emergency services for law enforcement, fire prevention, protection and suppression and emergency medical services are described in this section.

### **A) Law Enforcement**

(1) *Service Responsibilities*

- (a) Except as provided in Exhibit B-5 Badger Pass Operating Plan, the Service provides visitor protection, including responses to emergencies involving public safety, civil disturbances, and violations of the law. The Service provides law enforcement patrols of the Area year-round.
- (b) The Service handles all violations of Federal, State, County, or Service regulations or policies. The Service may call State or County officials to assist in some matters.

(2) *Concessioner Responsibilities*

- (a) Concessioner Authority. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. The Concessioner has no authority to take law enforcement action or to carry firearms or any other defensive weapon.
- (b) Reporting. The Concessioner must report to the Service:
  - (i) All incidents must be either reported to the Area Communication Center at (209) 379-1997 or 911 (or 9-911 depending on location within the Area), or the Concession Management Office as follows:
    - (a) Property Damage:
      - Criminal – Area Communication Center
      - Non-criminal – Concession Management
    - (b) Motor Vehicle Accidents:
      - Property damage on Concession Assigned Land of less than \$500 involving only concession vehicles – Concession Management
      - Other Motor Vehicle Accidents – Area Communication Center
    - (c) Other Criminal Activities and Fires – Area Communication Center
  - (ii) All known or suspected criminal violations, all fires, motor vehicle accidents, and damage to property or real property.

- (iii) Medical or veterinary incidents requiring more than minor first aid.
- (iv) All employee and visitor illness complaints must be directed through the Safety Office so that thorough investigation procedures can be completed by the Sanitarian as necessary.
- (c) Security Personnel
  - (i) During the operating season, the Concessioner must provide security personnel for employee housing areas to handle in-house employee issues of an administrative nature and to check Concession Facilities (including parking lots) for security purposes on a 24-hour, 7-day per week schedule.
  - (ii) Uniform apparel worn by Concessioner security personnel must clearly indicate that such personnel are employees of the Concessioner. The Concessioner's security personnel uniform clothing must distinguish them from protection rangers employed by the Service.
  - (iii) Concessioner security vehicles must be marked with the word "Security" adjacent to the Concessioner logo to distinguish them from protection rangers employed by the Service as well as from other Concessioner vehicles.

## **B) Fire Prevention, Protection, and Suppression**

Structural fires must be suppressed to prevent the loss of human life and limit damage to real property and to cultural and natural resources. Fire prevention, protection and suppression programs and procedures must be integrated with the Concessioner's overall Risk Management Program.

### *(1) Service Responsibilities*

- (a) Authority Having Jurisdiction (AHJ). The Service is the AHJ and will be responsible for approving equipment, materials, installation, or procedure regarding structural fire. The AHJ will be responsible for resolving conflicts between policy, codes or standards. The Concessioner may request a copy of these documents from the Service or find them at <http://home.nps.gov/applications/npspolicy/DOrders.cfm>.
- (b) The Service is the primary coordinator and respondent for any structural fire emergency.
- (c) Point of Contact to Report Fire Incidents. All fire incidents including alarms, smoke, and fires of any size must be reported to 911 and the Area Communication Center at (209) 379-1992 within 24 hours even if Service response is not required.

### *(2) Concessioner Responsibility*

- (a) The Concessioner must ensure the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training meet Applicable Laws including OSHA and National Fire Protection Association (NFPA) standards and RM-58.
- (b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 2 CFR 1910.39. This plan must be made available to the Service upon request.
- (c) The Concessioner structural fire, wildland fire, and life safety plans and procedures must be integrated in the Concessioner's Risk Management Program.
- (d) The Concessioner must register all eligible overnight accommodations with the Federal "Fire-Safe-List".
- (e) The Concessioner must designate a Structural Fire Manager to ensure the Concessioner's compliance with its fire program responsibilities.
- (f) The Concessioner must conduct fire prevention equipment and system inspection, testing, maintenance and repairs. These must address fire extinguishers requirements under NFPA 10, fire suppression systems (sprinklers) under NFPA 25, fire detection and notification systems (i.e., fire alarms) and other fire suppression systems (e.g., kitchen hoods and computer rooms) under NFPA 72, and emergency lighting and illuminated exit signs under NFPA 101.
- (g) Inspections must include an occupancy inspection covering building interiors and exteriors **within 30 days of occupancy** for new Concession Facilities and each opening for any seasonal operations.

- (h) Initial occupancy inspections, bi-annual, annual and periodic inspection, testing, maintenance and repair must be conducted by an applicable licensed fire professional. Licensed fire professionals include fire inspectors, fire protection engineers, or contractors licensed and approved by the State.
- (i) Weekly and monthly visual inspections may be conducted by a concession employee approved by the Service that has adequate education, training and experience to conduct these fire prevention activities.
- (j) Written records, verifying the completion of such inspections, will be maintained by the Concessioner through the term of the Contract and must be provided to the Service upon request.
- (k) Repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means must be promptly completed.
- (l) The Concessioner must conduct applicable fire prevention awareness and training for staff including fire drills and portable fire extinguisher training.
- (m) The Concessioner is encouraged to promote employee participation in the Volunteer Fire Department. Any Concessioner staff participating in firefighting must comply with medical and training requirements specified in RM 58 (if applicable).

#### **C) Emergency Response Medical Services**

- (1) *Service Responsibilities.* The Service will be the primary responder for emergency medical response.
- (2) *Emergency Reporting Procedures.* The Concessioner and its employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.
  - (a) Life-threatening emergencies: 911.
  - (b) Non-emergencies: (209) 379-1992
- (3) *First Aid Kits.* The Concessioner must have first aid kits meeting the requirements of a generic first aid kit as defined by ANSI Z308.1 (American National Standard – Minimum Requirements for Workplace First Aid Kits and Supplies) in appropriate locations.
- (4) *Automatic External Defibrillators.* Each property for overnight accommodation, as well as the Badger Pass Day Lodge during winter season, must have one fully operable Automatic External Defibrillator (AED) available in a central location for public use at all hours during facility operation.
- (5) *Training.* The Concessioner is encouraged to allow all employees to attend emergency response, cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED), and other first aid training.
  - (a) The Concessioner must train and equip personnel for evacuation of employees and visitors. Evacuation plans must be posted in public areas for emergencies.

#### **D) Alarm Systems**

The Concessioner must maintain all existing and all new alarm systems in Concession Facilities to the National Fire Protection Association (NFPA) Life Safety Code. Trained personnel must be available on a 24-hour basis to repair all such systems. Repairs must be completed within 12 hours of initial report of deficiencies. The Concessioner may install intrusion alarms to protect personal property and employees within the Concession Facilities. Any notification to the alarm contractor must also be relayed to Area Communication Center. Alarm systems, if installed, must be in accordance with applicable Service maintenance standards or guidelines for historic preservation.

### **9) PUBLIC RELATIONS**

#### **A) Required Notices**

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

*"This service is operated by [Concessioner Name], a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the Service"*

Please address comments to: Superintendent

Yosemite National Park

P.O. Box 577

Yosemite, CA 95389

*"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."*

#### **B) Use of National Park Service Authorized Concessioner Mark (Mark)**

- (1) The Service has an approved Mark it allows Concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (2) *Authorized Users.* The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (3) *Authorized Uses of the Mark.* The Concessioner may use the Mark in publications; written advertising; web-based information; interpretive materials; or broadcasts (television, film or other audio/visual) associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
- (4) *Prohibited Uses of the Mark.* The Concessioner may not use the Mark on merchandise, souvenirs and clothing sold to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (5) *Approval Procedures.* The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request in writing.
- (6) *Artwork and Layout.* The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services website at [www.nps.gov/commercialservices](http://www.nps.gov/commercialservices).

#### **C) Public Statements**

All media inquiries concerning operations within the Area, questions about the Area or any incidents occurring within the Area must be referred to the Media Relations Office.

#### **D) Advertisements and Promotional Material**

##### *(1) Promotional Material*

- (a) Approval. The Concessioner must obtain the approval of the Service for all promotional material prior to publication, distribution, broadcast, etc. This includes website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Service may require the Concessioner to remove unapproved promotional material from circulation.
- (b) Distribution. Promotional material distributed within the Area is restricted to Area services and facilities.
- (c) Display. The Concessioner may display promotional material at approved locations within Area visitor centers as well as within the Concession Facilities.
- (d) Changes. The Concessioner must submit brochure text and layout changes to the Service for review and approval at least **30 days prior to projected need/printing dates**. The Service

will make every effort to respond to minor changes to brochures and other texts within fifteen (15) days.

- (e) Yosemite Guide. The Yosemite Guide (Area's newspaper) includes information on Concessioner-operated facilities within the Area. The Concessioner must provide updated information in accordance with guidelines associated with publication schedules.
  - (f) Social Media & Websites. The Concessioner must monitor its social media pages for offensive postings and inappropriate activities and offensive, inappropriate, or inaccurate postings must be removed immediately upon discovery. The Concessioner's websites must link, at a minimum, to the National Park Service website, as well as the Yosemite National Park website.
  - (g) All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper and or tree-free products and double sided. The use of soy-based inks is also recommended.
- (2) *Statements*
- (a) Authorization Statements. Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Yosemite National Park.
  - (b) Equal Opportunity. Advertisements for employment must state that the Concessioner is an equal opportunity employer.

## **10) VOLUNTEERS IN PARKS (VIP) PROGRAM**

The Concessioner must allow its employees to participate in the Area's Volunteers in Parks (VIP) program. More information on the Service VIP program is found at [www.nps.gov/volunteer](http://www.nps.gov/volunteer).

## **11) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

The Concessioner must provide all services in a consistent, environmentally-sensitive and high quality manner and will operate in accordance with the operating standards as defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums. The Service is in the process of updating its operating standards. These revised standards are adopted where specified in this Operating Plan. Where service operating standards for the Area are different than from those in the Service standards they are noted as exceptions in this Operating Plan. Where there are conflicts between the standards and the requirements in the Operating Plan, the Operating Plan requirements prevail.

### **A) Overnight Accommodations**

- (1) *General*
- (a) Wildlife Interaction. Rooms which are not hard sided shall have lockable, bear resistant and pest-proof Service-approved food storage containers provided at or near each unit. The Concessioner must have prior Service approval before implementation of any new improvements. In addition to written educational and informational materials, programs such as "Bear Aware" videos must be shown at registration areas and/or at in-room televisions.
  - (b) Guest Donation Program. Should the Concessioner choose to participate in the Service Guest Donation program, the Concessioner must comply with all Program requirements. The Concessioner must clearly communicate that guests may opt out of the Service Guest Donation program at the time of reservation, during check-in, and on delivery of the guest receipt.
  - (c) Peak Season Rates. The Concessioner may use high or "In Season" lodging rates during the Peak Season Dates.
  - (d) Check-In Time. A 4:00 p.m. or earlier check-in time is required for all overnight accommodations.

- (e) Accessible Parking. Guest rooms designated as “handicap accessible” must have handicap accessible parking spaces assigned nearby.
- (f) Door Locks. Electronic door locks are not required at the overnight accommodations.
- (g) Telephones. In-room telephones are required at The Ahwahnee Hotel, Wawona Hotel, and Yosemite Lodge. The Concessioner must deliver emergency messages to the guest immediately upon receipt. The Concessioner must answer guests’ calls promptly.
  - (i) The rate charged to guests for local calls must not exceed current local pay phone charges.
  - (ii) The Concessioner must charge guests for long distance calls at a rate comparable to that charged by similar lodging properties in the market area. The Concessioner must post this rate on telephones and in lodging rooms. As part of its annual lodging rate request, the Concessioner must submit long distance rates.
- (h) Internet Access. At a minimum, the Concessioner will provide free wireless internet access to all guests staying in overnight accommodations in Yosemite Valley and at the Wawona Hotel within the registration areas. Free wireless throughout the rest of the Concession Facilities is not required but may be approved upon request.
- (i) Snow Chain Services. The Concessioner will provide a for-fee snow chain service in all lodging (overnight accommodation) parking lots and delivery as requested throughout the Area.
- (j) In-Room Recycling. The Concessioner will provide in-room recycling containers.
- (k) In-Room Bath Amenities. The Concessioner must provide bath soap, shampoo, and conditioner dispensers for bathrooms in lieu of individual bath amenities for all overnight accommodation units, with the exception of The Ahwahnee Hotel.
- (2) *Classifications, Requirements, and Standards for Specific Lodging Operations*. The Service has updated its standards for and defined classifications for overnight accommodations in the Area. These classifications and information on the number of overnight accommodation units in each are provided in Table 1 below. General descriptions of for each type of overnight accommodation, including facility, amenity, service requirements and applicable standards by classification are outlined in Exhibit B-8 (Overnight Accommodations Standards). Area-specific requirements, additions and exceptions to these standards are presented by area in the sections below. General requirements applicable are also presented in this Section.

**Table 1. Overnight Accommodation Classifications**

Concession Facility	Lodging Type	Number of Units
The Ahwahnee Cottages	Upscale	24
The Ahwahnee Rooms (plus 4 parlors)	Upscale	99
Curry Village Cabins with Bath	Basic	46*
Curry Village Specialty with Bath	Basic	1
Curry Village Cabins without Bath	Basic	14
Curry Village Cottage Rooms (Stoneman Building)	Basic	18
Curry Village Tent Cabins (192 heated)	Rustic	403*
High Sierra Camp Tent Cabins (Glen Aulin, May Lake, Merced Lake, Sunrise, and Vogelsang)	Rustic	48*
Housekeeping Camp Units	Rustic	266
Tuolumne Meadows Lodge Tent Cabins	Rustic	69
Wawona Hotel Rooms with Bath	Mid-Scale	50
Wawona Hotel Rooms without Bath	Mid-Scale	54
White Wolf Lodge Cabins without Bath	Basic	4
White Wolf Lodge Tent Cabins	Rustic	24
Yosemite Lodge Cottage Rooms	Basic	15
Yosemite Lodge Family Rooms	Mid-Scale	4
Yosemite Lodge Motel Rooms	Mid-Scale	226

\*Additional information regarding implementation of the Merced River Plan (MRP) or Tuolumne River Plan (TRP) on the number of units included in these specific areas is described in detail below.

- (3) *The Ahwahnee Hotel and Cottages.* The Concessioner must meet the applicable service standards for upscale lodging at The Ahwahnee Hotel and Cottages with the following service standards exceptions, additions, and other requirements.
  - (a) Great Lounge. The room rate includes complimentary afternoon tea in the Great Lounge.
  - (b) Room Service. Room service is available to guests staying in both The Ahwahnee Hotel and Cottages. Guests staying in the Cottages must be informed to contact the Front Desk for pick-up service and that trays or food must not be left outside the building. Pick-up service at the Cottages will be prompt so as to reduce the chance of wildlife scavenging any food that might be left outdoors by Cottage guests.
  - (c) Valet Parking. Must be provided at The Ahwahnee Hotel. Valet parking is not authorized in the two parking lots located immediately on either side of the porte-cochere.
  - (d) Parking (Rockfall Zone). Due to rockfall hazards, parking is not authorized in the following locations (a site map is available from the Service upon request):
    - (i) Between the gate and bridge over Royal Arches Creek
    - (ii) Immediately northwest of the gate located in front of Royal Arches Creek
    - (iii) Along the northeast corner of the pond, directly across from the porte-cochere
    - (iv) Immediately across the driveway from the northeast corner of the pond
  - (e) Pool. The Ahwahnee Hotel pool is heated and available for The Ahwahnee Hotel guests only. Life guards are not required.
  - (f) Additional Required Amenities. The following are required amenities in addition to those identified in the Upscale Lodging Standards for The Ahwahnee Hotel and Cottages.
    - (i) Additional complimentary toiletries available upon request (e.g. toothpaste, toothbrush, razor, shaving cream, etc.)
    - (ii) Breakfast menu left on bed during turn-down service
    - (iii) Complimentary kindling, newspaper, and wood provided for those rooms with a fireplace
    - (iv) Complimentary newspaper delivery
- (4) *Curry Village.* The Concessioner must meet the applicable service standards for rustic and basic lodging for Curry Village as defined in Table 1 above, with the following service standards exceptions, additions, and other requirements.
  - (a) Merced River Plan (MRP) Updates. The MRP designates 47 cabins-with-bath, 18 standard rooms, 351 canvas tents, 14 cabin-without-bath units, and the construction of 52 "hard-sided units." The Concessioner will operate 403 canvas tents until such time as the Service begins to assign the newly constructed cabins-with-bath. As the new hard-sided units are assigned an equal number of units will be removed from the canvas tent inventory. The Service will begin construction of hard-sided cabins when Service funding is available.
  - (b) Registration Office. During the Main Season the office must be open for guest services 24-hours per day; seven days a week. During Off Season, the office must be open for guest services from 6:00 a.m. to noon and 3:00 p.m. to 10:00 p.m. Appropriate signage must be prominently posted stating how to contact a representative for guest services and how to contact emergency services when the office is unattended.
  - (c) Telephone Service. Pay phones must be available by the office.
  - (d) Pool. The heated Curry Village pool is available at no charge for all lodging guests and at a fee for non-lodging guests. Life guards are required.
  - (e) Additional Required Amenities. The following are amenities required in addition to those identified in the basic and rustic lodging standards for Curry Village.

Table 2. Curry Village

Additional Required Amenities				
Stoneman Cottage	Cabin 819	Cabins with Bath	Cabins without Bath	Tent Cabins
<ul style="list-style-type: none"> <li>• Complimentary stationery, notepaper, and pen</li> <li>• Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)</li> <li>• Books and magazines that will enhance a visitor's interest or education about the history of Curry Village, the Area, or the Service</li> </ul>	<ul style="list-style-type: none"> <li>• Complimentary stationery, notepaper, and pen</li> <li>• Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)</li> <li>• Sofa with hideaway bed</li> <li>• Television</li> </ul>	<ul style="list-style-type: none"> <li>• Complimentary stationery, notepaper, and pen</li> <li>• Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)</li> </ul>	<ul style="list-style-type: none"> <li>• Complimentary stationery, notepaper, and pen</li> <li>• Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)</li> </ul>	<ul style="list-style-type: none"> <li>• Easily disinfected rug for each bed and preferred non-absorbent material</li> </ul>

- (f) **Amenities Not Required.** The following are amenities in the applicable service standards that are not required for Curry Village.
- Stoneman Cottage and Cabins with Bath.* Television
  - Cabins without Bath.* Hair dryer, television, and nightlight
  - Tent Cabins.* Beds made up (linens folded and provided on bed) washcloths, clock
- (5) **High Sierra Camps.** The Concessioner operates the five High Sierra Camps (Glen Aulin, May Lake, Merced Lake, Sunrise, and Vogelsang) which are potential wilderness additions ("PWA"). In accordance with the California Wilderness Act of 1984, (Public Law 16 USC 1131), PWAs "shall be managed ... insofar as practicable as wilderness ...". In addition, per Service Management Policies 2006, the agency "will take no action that would diminish the wilderness eligibility of an area..." and "management decisions will be made in expectation of eventual wilderness designation." (Section 6.3.1). The Concessioner must meet the applicable service standards for rustic lodging at the High Sierra Camps with the following service standards exceptions, additions, and other requirements.
- (a) **General**
- Administration.** High Sierra Camps must be administered per the *Yosemite National Park Minimum Requirement Decision Process* as described in the *Yosemite Design Guidelines* available on the Park's website: <http://www.nps.gov/yose/parkmgmt/reading-room.htm> or in hard-copy upon request. The Concessioner must conduct business in an environmentally sensitive manner.
  - Employee Tents.** All employees and guests must sleep in beds within assigned High Sierra Camp tents. Personal tents for employee and/or guest use are not authorized.
  - Training.** The Concessioner must develop and implement an appropriate training program for all High Sierra Camp employees so each individual satisfactorily performs specific duties and responsibilities and has an understanding of the Service mission in these remote Areas.
  - Season Opening.** The first High Sierra Camp may not open earlier than five (5) weeks after Memorial Day, or once potable water testing has cleared all regulatory requirements at the camp, whichever is later. After the first camp is open, the remaining camps may open on a staggered schedule, with one camp opening per week. Due to elevation and road access, Glen Aulin is typically the first camp to open. During low snowpack years, the Service will consider allowing the first High Sierra Camp to open



one week earlier than normal but this determination will not be made until April 15 at the earliest.

- (v) *Lottery*. The Concessioner must use a lottery system to fill bed spaces for independent and guided hikers and saddle trip participants at the High Sierra Camps. Applications must be available to the public by **no later than 30 days prior to the application deadline**. The Concessioner must submit lottery brochure and application content information **at least 30 days prior to projected need and printing dates** to the Service for review and approval. Lottery applicants must be notified of their standing by no later than the end of each February. Changes to the lottery system program must receive Service approval prior to implementation. During years when the Service approves the one (1) week early opening, a separate lottery must be conducted after April 15, and only after Service approval of early opening. No reservations may be accepted for early opening prior to April 15.

- (vi) *Configuration*. Forty eight (48) total guest tents.

**Table 3. High Sierra Camps Guest and Employee Tents/Bed Configuration**

Guest and Employee Tents/Bed Configuration			
High Sierra Camp	Guest Tents / Beds	Guest Tent Configuration	Employee Tents / Beds
Glen Aulin	8 tents / 28 beds	6 tents with 4 guests/tent 2 tents with 2 guests/tent	3 tents / 7 beds
May Lake	8 tents / 36 beds	6 tents with 4 guests/tent 2 tents with 6 guests/tent	3 tents / 7 beds
Merced Lake	11 tents / 42 beds	1 tent with 2 guests/tent 10 tents with 4 guests/tent	4 tents / 9 beds
Sunrise	9 tents / 34 beds	3 tents with 2 guests/tent 4 tents with 4 guests/tent 2 tents with 6 guests/tent	3 tents / 7 beds
Vogelsang	12 tents / 42 beds	3 tents with 2 guests/tent 9 tents with 4 guests/tent	3 tents / 7 beds

- (b) *Conservation Methods and Resource Impact Reduction*. The Concessioner must initiate conservation methods to reduce waste, support services, water usage, and stock trips including, but not limited to the following:
- (i) Water usage at each camp must be limited to avoid exceeding mound and leach field capacities and prevent resource impacts.
  - (ii) To minimize the number of stock trips to each camp, wash cloths and pillowcases must be provided for each visitor and adequate blankets and one comforter must be provided on each bed, but sheets and towels must not be provided.
  - (iii) Proposed menus must be developed with consideration for the quantity and type of food brought in via stock and stored or refrigerated at each camp, preparation methods needed to minimize propane use, defrosting methods that do not involve water usage, and food handling concerns associated with backcountry operations.
  - (iv) Only items appropriate to the needs of High Sierra Camp guests should be sold. Souvenir t-shirts must not be sold at any of the camps, but provided at other retail outlets.
- (c) *Guided Trips*. If the Concessioner offers guided trips to the High Sierra Camps for hikers, each guided trip must comprise of no more than 15 people inclusive of guide(s). All guided trips must depart from Tuolumne Meadows Lodge as outlined on the following schedule:

**Table 4. High Sierra Camps Guided Hiker and Saddle Trips**

Guest and Employee Tents/Bed Configuration							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Glen Aulin	6 day saddle	7 day hike	4 day saddle	7 day hike			
May Lake		6 day saddle	7 day hike	4 day saddle	7 day hike		
Merced Lake	7 day hike 5 day hike	4 day saddle		6 day saddle	7 day hike 5 day hike	7 day hike 5 day hike	7 day hike 5 day hike
Sunrise	4 day saddle	5 day hike	6 day saddle	7 day hike	4 day saddle	7 day hike	5 day hike
Vogelsang		7 day hike	4 day saddle	5 day hike	6 day saddle	5 day hike	7 day hike

- (a) Registration. A Camp Manager must be available for guest check-in and retail store sales from 1:00 to 5:00 p.m., 7 days a week during the entire operating season. A person in charge must be available 24 hours per day for operational needs and emergencies.
- (b) Furnishings. All furnishings will be basic, and serve only the needs of a rustic overnight stay in a backcountry setting. Appropriate materials include wood, metal, and fabrics made of natural fibers. Plastics, electronics, nor outlets for electric appliances are permitted. The Concessioner must not provide sheets in order to reduce resource impacts. Due to public health concerns, visitors must be informed in advance and reminded upon reservation confirmation that bed sheets, sleeping bags or other similar items must be used. The Concessioner must provide visitors a list of recommended items they should bring with them.
- (c) Restrooms. Composting or low-flush toilets and buildings must be properly maintained and serviced as necessary and cleaned at least daily. Should other human waste systems be used, the Concessioner must maintain and service them to meet public health, safety and applicable standards.
- (d) Showers. Where showers are provided at High Sierra Camps, facilities will be properly cleaned at least daily. Water conservation efforts must be made known to employees and guests and encouraged at each camp.
- (e) Fire Rings. Interpretive programs are held at fire rings at each camp. The Concessioner must not build or allow guests to build any additional fire rings.
- (f) Set-up/Take-down. The Concessioner must be responsible for the seasonal set-up and take-down of structures associated with the High Sierra Camps. This effort must be coordinated in advance with the Service.
- (g) Additional Required Amenities. The following are amenities required in addition to those identified in the rustic lodging standards for the High Sierra Camps.
  - (i) Water pitcher and beverage containers (paper or other recyclable material)
  - (ii) Easily disinfected rug for each bed and preferred non-absorbent material
- (h) Amenities Not Required. The following are amenities in the applicable service standards that are not required for the High Sierra Camps.
  - (i) All linens, including sheets, towels, washcloths
  - (ii) Clock
- (6) Housekeeping Camp. The Concessioner must meet the applicable service standards for rustic lodging at Housekeeping Camp with the following service standards exceptions, additions, and other requirements.
  - (a) Merced River Plan (MRP) Updates. MRP reduces the total number of Housekeeping Camp units from 266 to 232. This reduction will be implemented no earlier than year 5 of the Contract due to Service funding priorities.
  - (b) Registration Office. An office employee must be available for guest services 24-hours per day; seven days a week during the entire operating season including holidays.
  - (c) Telephone Service. Pay phones are available by the office and the laundry building.

- (d) Restrooms. Restrooms will provide hot and cold water, soap, and towels or hand dryers and will be thoroughly cleaned at least once per day.
  - (e) Additional Required Amenities. The following are amenities required in addition to those identified in the rustic lodging standards for Housekeeping Camp.
    - (i) Each duplex will have a privacy curtain for each sleeping area
    - (ii) Additionally hooks to meet needs of guests hanging clothing, utensils, or other items commonly associated with rustic lodging. Hooks must be sturdy to hold items such as skillets.
  - (f) Amenities Not Required. The following are amenities in the applicable service standards that are not required for Housekeeping Camp.
    - (i) All linens, including towels, pillows, comforters, etc.
    - (ii) Clock
- (7) *Tuolumne Meadows Lodge*. The Concessioner must meet the applicable service standards for rustic lodging at the Tuolumne Meadows Lodge with the following service standards exceptions, additions, and other requirements.
- (a) Registration Office. An office employee must be available for guest services from 6:30 a.m. to 10:00 p.m., seven days a week during the operating season, including holidays.
  - (b) Telephone Service. Pay phones must be available outside the Registration Office building.
  - (c) Restrooms. Except when cleaning, the restroom/shower building must be open 24 hours a day, seven days a week during the Main Season. The Concessioner must provide hot and cold water, soap, and towels or hand dryers in restrooms and must be thoroughly cleaned at least once per day.
  - (d) Set-up/Take-down. The Concessioner will be responsible for the seasonal set-up and take-down of structures associated with Tuolumne Meadows Lodge. Due to seasonal road opening/closing conditions and scheduling, this effort will be coordinated in advance with the Service.
  - (e) Furnishings. Furnishings will be basic, and serve only the needs of a rustic overnight stay in a backcountry setting. Appropriate materials include wood, metal, and fabrics made of natural fibers. Plastics are not permitted. No electronics, nor outlets for electric appliances, are permitted except in shared areas such as shower houses.
  - (f) Additional Required Amenities. The following are amenities required in addition to those identified in the rustic lodging standards for Tuolumne Meadows Lodge.
    - (i) Water pitcher and beverage containers (paper or other recyclable material)
    - (ii) Easily disinfected rug for each bed and preferred non-absorbent material
  - (g) Amenities Not Required. The following are amenities in the applicable service standards that are not required for Tuolumne Meadows Lodge.
    - (i) Clock
- (8) *Wawona Hotel*. The Concessioner must meet the applicable service standards for mid-scale lodging at the Wawona Hotel with the following service standards exceptions, additions, and other requirements.
- (a) Rooms without Bath. Guests staying in Wawona Hotel rooms without bath must have access to the Annex building shower house without additional fees.
  - (b) Telephone Service. Pay phones are located outside the Front Desk area in the Main building and downstairs near the Golf Shop in the Annex building.
  - (c) Pool. The Wawona pool is available to guests only. Life guard attendants are not required.
  - (d) Outdoor Furniture. Outdoor chairs or similar seating must be provided where appropriate on building porches and must be consistent in quality and aesthetics to match the overall character of the Wawona Hotel.

- (e) Additional Required Amenities. The following are amenities required in addition to those identified in the midscale lodging standards for Wawona Hotel.
    - (i) Terry cloth or similar robes
    - (ii) Complimentary stationery, notepaper, and pen
    - (iii) Additional complimentary toiletries available upon request, e.g. toothpaste, toothbrush, sewing kits
  - (f) Amenities Not Required. The following are amenities in the applicable service standards that are not required for the Wawona Hotel.
    - (i) Television
- (9) *White Wolf Lodge*. The Concessioner must meet the applicable service standards for mid-scale lodging at the Wawona Hotel with the following service standards exceptions, additions, and other requirements.
- (a) Registration Office. An office employee must be available for guest services from 6:30 a.m. to 10:00 p.m.; 7 days a week during the Main Season.
  - (b) Furnishings. Furnishings will be basic, and serve only the needs of a rustic overnight stay in a backcountry setting. Appropriate materials for furnishings include wood, metal, and fabrics made of natural fibers. Plastic furnishings, electronics, or outlets for electric appliances, are not permitted except in shared areas such as shower houses.
  - (c) Restrooms. Except when cleaning, the restroom and shower building must be open 24 hours per day, 7 days a week during the Main Season. The Concessioner must provide hot and cold water, soap, and towels or hand dryers in restrooms which must be thoroughly cleaned at least once per day.
  - (d) Set-up/Take-down. The Concessioner must be responsible for the seasonal set-up and take-down of structures associated with White Wolf Lodge. Due to seasonal road opening and closing conditions and scheduling, this effort must be coordinated in advance with the Service.
  - (e) Additional Required Amenities. The following are amenities required in addition to those identified in the basic or rustic lodging standards for White Wolf Lodge.
    - (i) *Tent Cabins*. Easily disinfected rug for each bed and preferred non-absorbent material
  - (f) Amenities Not Required. The following are amenities in the applicable service standards that are not required for the White Wolf Lodge.
    - (i) *Cabins without Bath and Tent Cabins*. Electric appliances and electric outlet are not permitted.
- (10) *Yosemite Lodge*. The Concessioner must meet the applicable service standards for basic and midscale lodging at the Yosemite Lodge with the following service standards exceptions, additions, and other requirements.
- (a) Front Desk. A front desk agent must be available for guest services 24-hours per day; 7 days a week during the Main Season. Additionally, the front desk will stock books for loan, magazines, tabletop jigsaw puzzles, and other board games for visitors to borrow.
  - (b) Telephone Service. In addition to phone service within each room, pay phones must be available in the Registration building.
  - (c) Pool. The Yosemite Lodge pool is available at no charge for all lodging guests and at a fee for non-lodging guests. Pool entrance passes must be issued at the front desk and managed via a key card system. An entrance kiosk located at the pool is not authorized. Life guards are required.
  - (d) Additional Required Amenities. The following are amenities required in addition to those identified in the basic or midscale lodging standards for Yosemite Lodge.
    - (i) *Cottage and Hotel Rooms*. Iron, equipped with automatic shut-offs, and ironing board, complimentary stationery, notepaper, and pen, and additional complimentary toiletries available upon request (e.g. toothpaste, toothbrush, sewing kits).

- (ii) *Family Rooms*. Sofa sleeper, iron, equipped with automatic shut-offs, and ironing board, complimentary stationery, notepaper, and pen, and additional complimentary toiletries available upon request (e.g. toothpaste, toothbrush, sewing kits).

## **B) Food and Beverage**

### **(1) General**

- (a) Management. The Concessioner must ensure the presence of a manager or other key personnel in the food service areas during all operating hours.
  - (b) Facility Use. The Concessioner must provide a spectrum of food services including Bar/Cocktail Lounge, Upscale Casual, Quick Service, Family Casual, Fast Casual, Fine Dining, and Mobile Food Service. Consideration for the nature of a facility will be reflected in dining area furnishings, fixtures and décor. Specific types of food and beverage service will be provided at the locations noted below.
  - (c) *Reservations*. As appropriate to the facility based on the food and beverage service classification, meal reservations may be accepted by telephone or internet. For The Ahwahnee Hotel, meal reservations should be confirmed.
  - (d) Menus. All menus will maintain a price range that accommodates the general range of Area visitors. To the degree practical, the Concessioner must attempt to meet the needs of visitors who require special dietary accommodations upon request. The Concessioner must submit draft menus to the Superintendent for approval before printing. When a change is proposed for any menu item, the full menu must be submitted. Draft menus must reflect design, art work, layout, and selection of items. Menus and, when practicable, menu items will reflect the historic nature of the facility through interpretive messages. Menus will include appropriate interpretive information as space allows at non-historic facilities.
  - (e) Food Safety/Public Health
    - (i) At each food and beverage operation, the Concessioner must have at least one person on duty and in charge that is certified by a food protection manager certification program as mandated by the state or described in the Food Code. Food handlers must have completed appropriate public health and food service training and have current, applicable certifications
    - (ii) The Concessioner and its employees must conform to all Food Code requirements. Human illness reports must be sent to the Area Sanitarian **within 24 hours** of a potential food borne illness report. See Exhibit B-12 (Concessioner Forms) to this Operating Plan for the Yosemite Food Borne Illness/Complaint Form.
  - (f) Television and Music. Television and/or audio equipment necessary for broadcasting recorded or live music or other entertainment must be approved by the Service prior to installation. The volume level must not detract from the dining experience or other visitor services. In general, live entertainment and/or television broadcasts must not be a focus of the facility, except for special events (e.g. weekend entertainment, special sporting events, etc.). Live musical entertainment may be provided as approved by the Service at The Ahwahnee Hotel Bar and Dining Room, Curry Village Pavilion, and Wawona barbecue only.
  - (g) Item Availability. Items listed on menus and menu boards must be available during the entire serving period.
- (2) *Healthy Food Offerings*. The Concessioner must ensure the Service's Healthy Food Standards included in Exhibit B-10 (NPS Healthy and Sustainable Food Standards & Guidelines) are met for all front-county food and beverage operations.
  - (3) *Sustainable Food Offerings*. The Concessioner is encouraged to adopt the Service's Sustainable Food Guidelines contained in Exhibit B-10 (NPS Healthy and Sustainable Food Standards & Guidelines) for all front-county food and beverage operations.
  - (4) *Backcountry Food and Beverage Operations*. The Concessioner is encouraged to provide healthy and sustainable food offerings in its backcountry operations as appropriate based upon client nutritional needs, site management considerations, and other factors.

(5) *Outdoor Dining*

- (a) Outdoor dining areas in specified locations may be used when the weather is pleasant and customers can dine comfortably. Since wildlife have access to these outdoor eating areas, public health and service considerations must be a high priority. Appropriate food service sanitation procedures must be established and enforced. Food and tableware must be removed promptly from the area after each meal. Nests, hives, and other such wildlife habitat must be eliminated when appropriate. Adequate and appropriate signage to discourage visitors from feeding, approaching or attracting wildlife in any manner must be prominently posted by the Concessioner on all outdoor tables and throughout the seating area. As appropriate to the dining experience, the Concessioner should encourage visitors to clean their own tables.
  - (b) Adequate staffing levels must be available to routinely dispose of all food and food trash left out during operating hours as well as immediately after closing time. Trash cans must be emptied to prevent overflowing to minimize attracting wildlife to the outdoor dining area.
  - (c) The Area's natural "soundscape" must not be impacted as a result of the Concessioner providing outdoor dining. A means to notify guests that their food order is ready must be used that does not include a public address or sound system.
  - (d) Should an outdoor food or beverage area become a nuisance for any reason, the area may immediately be closed by the Service. If such an action is necessary, the Concessioner may not reopen without prior Service approval.
- (6) *Catering and Special Events.* Catering events require advance approval by the Service and must not occur when they interfere with the general public's enjoyment of the Area. Food and Beverage served during Catering and Special Events must meet the specific standards addressed in this Operating Plan under Food and Beverage Services. The Concessioner must not use the Concession Facilities to provide catering services outside of the Area.
- (7) *Back of House Operations.* All kitchens must be clean, meeting public health inspection requirements as well as safety requirements. The Concessioner must streamline operations to limit energy usage, water consumption, and include composting and recycling programs for solid waste.
- (8) *Table Settings.* In an effort to minimize waste, the Concessioner must avoid use of disposable products. Where disposable products must be used, where water conservation efforts are in effect, the Concessioner must use compostable products and provide appropriate containers to collect these products. Where appropriate, such as at fast or quick food service facilities, the Concessioner must have available an adequate number of trays in good, clean condition for customer use.
- (9) *Composting.* Composting receptacles must be available at the Badger Pass and Wawona Hotel outdoor barbecue's during meal periods and only when staff-attended. Otherwise composting receptacles must be bear resistant and pest-proof.
- (10) *Classifications, Requirements, and Standards for Specific Food and Beverage Operations.* The Service has updated its standards for and defined classifications for food and beverage services in the Area. These classifications and other operating requirements are provided in the table below. Descriptions of for each food and beverage classification including facility and service expectations are outlined in Exhibit B-9 (Food and Beverage Standards). Applicable food and beverage standards by classification are presented in Exhibit B-9 (Food and Beverage Standards). Area-specific requirements, additions and exceptions to these standards are presented by food and beverage establishment in the sections below.

**Table 5. Food and Beverage Standards Classification Summary**

Facility	Service Classification	Meal Period(s)*	Outdoor Dining	Special Events
<b>The Ahwahnee Hotel</b>				
Bar	Full Service – Bar/Cocktail Lounge	B, L, D	Patio, no food	No
Dining Room	Full Service – Fine Dining	B, L, D	No	Yes
<b>Badger Pass Lodge</b>				
Barbeque (outdoor)	Other – Temporary Food Service	L	Deck	N/A
Skiers Grill	Limited Service – Quick Service	B, L	Deck	No
Snowflake Room	Limited Service – Fast Food	B, L	Deck	No
<b>Curry Village</b>				
Coffee Bar	Limited Service – Quick Service	B, L	Patio	No
Food Deck and Bar	(Food Deck) Limited Service – Quick Service (Bar) Full Service – Bar/Cocktail Lounge	L, D	Deck	No
Pavilion	Limited Service – Fast Casual	B, D	Patio	Yes
<b>Glacier Point</b>				
Snack Bar	Limited Service – Quick Service	B, L	No	No
<b>High Sierra Camps</b>				
Dining Rooms	Limited Service – Fast Casual	B, sack lunch, D	No	No
<b>Tuolumne Meadows Lodge</b>				
Dining Room	Full Service – Family Casual	B, D	No	No
Grill	Limited Service – Quick Service Standards	B, L, D	Limited	No
<b>Wawona Hotel</b>				
Barbeque	Other – Temporary Food Service	D	Annex grounds	Yes
Dining Room and Bar	Full Service – Family Casual	B, L, D	Front porch	No
Golf Shop	Limited Service – Quick Service	B, L	Covered patio	No
<b>White Wolf Lodge</b>				
Dining Room	Full Service – Family Casual	B, sack lunch, D	Porch	No
<b>Yosemite Lodge</b>				
Food Court	Limited Service – Fast Casual	B, L, D	Courtyard	No
Mountain Room	Full Service – Upscale Casual	B, L, D	No	No
Mountain Room Bar	Full Service – Bar/Cocktail Lounge	No	Patio, no food	No
<b>Yosemite Village</b>				
Degnan's Building	Limited Service – Fast Casual and Quick Service	B, L, D	Downstairs Patio	No
Village Grill	Limited Service – Quick Service	L, D	Deck	No

\*B-Breakfast; L-Lunch; D-Dinner

(11) *The Ahwahnee Hotel*

(a) Bar

- (i) The Concessioner must provide indoor table service during all operating hours. Outdoor table service can be provided during the year when temperatures and other conditions allow. Due to wildlife management concerns, the outdoor seating area adjacent to the bar may be used to serve beverages, but not food.
- (ii) Food service in the bar during breakfast hours may be available with a limited menu.

(b) Dining Room

- (i) Reservations are not required for breakfast or lunch, but may be taken for dinner. Parties should be seated within 5 (five) minutes of their reserved time.
- (ii) High quality china, glass, silverware, tablecloths and cloth napkins must be used for all three meals.
- (iii) The service bar, located near the dining room entrance, is not used by the public. This area is used by staff for alcoholic beverage service provided to tables located within the dining room.

- (iv) As long as the general public is not displaced, special events, banquets, and groups can be hosted in the restaurant consistent with the exceptions noted herein.

(12) *Badger Pass*

- (a) Skiers Grill, Barbeque, and Snowflake Room. Three food and beverage operations in the Badger Pass Lodge are associated with the ski area. Food service must be provided in at least one of these operations when the ski area is open to the public. Typically, the outdoor BBQ must be available on weekends and holidays and may supplement the Skiers Grill and Snowflake Room food service outlets. Food particles shall be cleaned off grills after each barbecue and must be properly stored after each use to prevent wildlife access.

(13) *Curry Village*

(a) Food Deck and Bar

- (i) The Concessioner operates the Curry Village Food Deck and Bar using an indoor seating area for the entire operating season and an outdoor seating area in the summer months when conditions permit.
- (ii) Seating area must be thoroughly cleaned at least twice each day: after peak lunch service and at the end of each day's operation, at a minimum.
- (iii) At a minimum, the Concessioner will provide cocktail service wait staff starting at 5:00 p.m. daily.

- (b) Coffee Bar. Some indoor seating must be provided. The Concessioner will make available to customers located in common area appropriate, self-use equipment such as toasters and microwaves.

(c) Pavilion

- (i) In addition to the minimum breakfast and dinner meal periods lunch may be offered.
- (ii) The Pavilion must be open from late March to late October to the general public and during winter months when environmental education programs use the lodging facilities.
- (iii) "Ski buffet" dinners, banquets, conferences, or other special events may be held in this facility during the winter as long as the general public is not displaced and with prior approval of the Service.

(14) *Glacier Point*

(a) Snack Bar

- (i) Fried foods must not be offered on the menu.
- (ii) The Concessioner must minimize the offering of food items such as popcorn which visitors can use to feed wildlife.
- (iii) Indoor seating will be available and the seating area must be uncluttered and free of refrigeration and freezer equipment and other display racks. Outdoor seating must not be available.
- (iv) Recycling and trash receptacles must be located near the entrance to the building. Recyclable items such as cardboard must not be stored in public view and must be removed as soon as restocking is completed.
- (v) Service vehicles must not be parked at the entrance to the building. All service deliveries and pick-ups must be made at the lower level of the building.

(15) *High Sierra Camps*

- (a) The five High Sierra Camps are accessible via foot and stock. The Concessioner must initiate conservation methods to reduce waste, support services, water usage, and stock trips. Food must be delivered to the camps by pack stock. Perishable foods must be maintained at the temperature required by the Food Code. Due to the fragile operating area, running water will not be used to defrost foods.
- (b) The Concessioner must store all bear attractants in bear-resistant and rodent proof containers when not in use or being consumed.



- (c) Menus must primarily be based on comparison with similar properties located outside the Area with due consideration to available storage space, refrigeration, and food preparation equipment, water conservation efforts, reduction in use of grease and the goal of minimizing stock use to support the camps.
- (d) Breakfast and dinner are included in the room rate for in-camp guests.
- (e) Requests for meals only. The Concessioner is authorized to sell meals-only at all High Sierra Camps except Glen Aulin, where meals-only service is not authorized. The Concessioner may sell up to six (6) meals only (breakfast and dinner) per day per meal when the camp occupancy is full and as food supplies allow. The Concessioner may sell more than six meals only per day per meal period if the camp is less than full and the total number of meals sold may not exceed the total number of beds at the camp plus six. The reservations office and each camp will coordinate the sale of meals-only to prevent overbooking and provide adequate food supplies. Requests for sack lunches from non-High Sierra Camp guests can be accommodated as long as food supplies are available.

(16) *Tuolumne Meadows Lodge*

- (a) Dining Room
  - (i) At a minimum, food service must be offered for breakfast and dinner when Tuolumne Meadows lodging is open for the season; typically early June through late September.
  - (ii) Reservations for breakfast are not required. Dinner reservations are required; walk-in guests may be accommodated if space is available.
  - (iii) Appropriate quality tableware and linens must be used at meals. Disposable dishware products and eating utensils will be acceptable as conditions warrant.
- (b) Grill. With prior Service approval, outdoor tables and seating can be provided in public areas surrounding the building.

(17) *Wawona Hotel*

- (a) Barbecue
  - (i) The Wawona Hotel barbecue can be offered on the hotel grounds outside the Annex building on Saturday evenings from May through October. The barbecue must be operated to meet public health and safety standards, including, but not limited to the Food Code.
  - (ii) Disposable dishware products and eating utensils must be acceptable.
  - (iii) Grills will be cleaned to remove food particles at the end of each evening. When not in use, the grills must be properly stored to prevent wildlife access and removed from public view.
- (b) Dining Room and Bar Service
  - (i) The service bar, located in the Petite dining room, is not used by the public. This area is used by staff for alcoholic beverage service provided to guests seated within the dining room and on the front porch.
  - (ii) Food service must be available in the Dining Room during the same season that overnight accommodations are offered.
- (c) Golf Shop
  - (i) Food service must be available during golf course operating hours.
  - (ii) The entire dining area is located outdoors.

(18) *White Wolf Lodge*

- (a) Dining Room
  - (i) The Concessioner can offer a limited take-out lunch menu from the White Wolf Lodge registration area which is also used as a limited merchandise retail store.
  - (ii) Menu selections must highlight simple, home-style fare appropriate to the rustic setting. When possible, menus must reflect the historic nature of the lodge through interpretive

messages. Furnishings, fixtures and décor must also reflect the rustic setting and be appropriate to the historic facility.

- (iii) Breakfast meals are served buffet style with a rotating entrée; dinner menus are family style with communal seating. Guests may ask for, and must be served additional portions of all dinner menu items.
- (iv) Appropriate quality tableware and linens must be used for all meals. When conditions warrant, disposable dishware products and eating utensils must be acceptable.

(19) *Yosemite Lodge*

- (a) Food Court. During fair weather, the Concessioner can open the outdoor seating areas in the courtyards for dining. The Concessioner must provide breakfast, lunch, and dinner at this facility.
- (b) Mountain Room. The Concessioner must provide breakfast and lunch with limited service/quick service. Dinner service will be upscale casual.
- (c) Mountain Room Bar
  - (i) The Concessioner must provide food service at this facility as well as cocktail service.
  - (ii) Private special events, functions, or other group activities that are not open to the general public must not be allowed in this space.

(20) *Yosemite Village*

- (a) Degnan's Concession Facility
  - (i) With Service approval, an employee recreation food and beverage service establishment may be operated during the winter season, typically from late October through late March in this Concession Facility.
  - (ii) Seating area must be thoroughly cleaned at least twice each day: after peak lunch service and at the end of each day's operation, at a minimum
  - (iii) Other operating standards for the Degnan's Concession Facility will be developed **within 120 days of the Contract effective date**.
- (b) Village Grill. Outdoor tables and seating must be provided in public areas in front of operation not to include visitor contact area. Seating area must be thoroughly cleaned at the end of each day's operation, at a minimum.

**C) Alcoholic Beverage**

- (1) *General*. Alcoholic beverage sales can be offered to the public with meal service (bona fide eating place) and at designated lounges or bars. Alcoholic beverages will not be promoted (e.g. happy hours, two-for-one sales, etc.). Alcoholic beverage sales are allowed to the public at specific merchandising outlets. The Concessioner is encouraged to offer a "Designated Driver" program to employees and guests. If minors are present the bar facility must serve food.
- (2) *Liquor Laws*. At any location serving alcoholic beverages, the Concessioner must have at least one full-time manager per facility on duty who has satisfactorily completed a liquor law training program. All wait staff and bartenders must have completed a Service-approved alcoholic beverage service training module prior to entering on duty in any position that requires service, sale or preparation of alcoholic beverages. Consistent with the provisions of 36 C.F.R Part 5.2, the Concessioner will comply with the State of California Alcoholic Beverage Control (ABC) Act.
- (3) *House Policies*. The Concessioner must submit for Service approval its policy detailing the Concessioner's operational standards and procedures regarding alcoholic beverage sales. This policy must include information for each facility authorized to sell alcoholic beverages (whether on or off site). The policy must be submitted to the Service within **60 days of the Contract effective date**. All facilities authorized to sell alcoholic beverages (on or off site) must have up-to-date house policies. The Concessioner's alcoholic beverage sales policy must be available for immediate reference by any staff member at any time during their duty assignment. A copy of the house policy shall be made available to any member of the Service upon request.

- (4) *Authorized Beverages.* The following matrix provides facility-specific information regarding alcoholic beverages authorized and type of sale/service.

**Table 6. Authorized Alcoholic Beverage Sales**

Facility	Distilled Spirits	Beer	Wine	On-Sale*	Off-Sale
The Ahwahnee Hotel Bar & Patio service	Yes	Yes	Yes	Yes	No
The Ahwahnee Hotel Dining Room & Great Lounge	Yes	Yes	Yes	Yes	No
The Ahwahnee Hotel Gift Shop	No	No	No	No	No
The Ahwahnee Hotel Room Service	Yes	Yes	Yes	Yes	No
The Ahwahnee Hotel Sweet Shop	No	No	Yes	No	Yes
Badger Pass Food Service	No	Yes	Yes	Yes	No
Badger Pass Sport Shop	No	Yes	Yes	No	No
Crane Flat Store	Yes	Yes	Yes	No	No
Curry Village Bar/Pizza	Yes	Yes	Yes	Yes	No
Curry Village Buffet	No	Yes	Yes	Yes	No
Curry Village Coffee Corner	No	No	No	No	No
Curry Village Mountain Shop	No	No	No	No	No
Curry Village Store	Yes	Yes	Yes	No	Yes
Curry Village Quick Service	No	No	No	No	No
Glacier Point	No	No	No	No	No
High Sierra Camps	No	No	No	No	No
Housekeeping Camp Store	Yes	Yes	Yes	No	No
Tuolumne Meadows Lodge Dining Room	No	Yes	Yes	Yes	No
Tuolumne Meadows Lodge Grill	No	No	No	No	No
Tuolumne Meadows Lodge Mountain Shop	No	No	No	No	No
Tuolumne Meadows Lodge Retail Sales	No	No	No	No	No
Tuolumne Meadows Lodge Store	Yes	Yes	Yes	No	No
Wawona Hotel Barbeque	No	Yes	Yes	Yes	No
Wawona Hotel Dining Room	Yes	Yes	Yes	Yes	No
Wawona Hotel Golf Shop Quick Service	No	Yes	Yes	Yes	Yes
Wawona Hotel Lounge (Main Lobby & Veranda)	Yes	Yes	Yes	Yes	No
Wawona Hotel Store	Yes	Yes	Yes	No	Yes
White Wolf Lodge Dining Room	No	Yes	Yes	Yes	No
White Wolf Lodge Store	No	Yes	Yes	No	Yes
Yosemite Lodge Food Court	No	Yes	Yes	Yes	No
Yosemite Lodge Gift Shop	Yes	Yes	Yes	No	Yes
Yosemite Lodge Mountain Room Lounge	Yes	Yes	Yes	Yes	No
Yosemite Lodge Mountain Room Restaurant	Yes	Yes	Yes	Yes	No
Yosemite Village Degnan's Grill	No	No	No	No	No
Yosemite Village Degnan's Store	Yes	Yes	Yes	No	Yes
Catered Events	Yes	Yes	Yes	Yes	No

\*Off-Sale and On-Sale: Off-sale is defined as the authorization to sell beer, wine, and distilled spirits for consumption off the premises where sold, minors are allowed on the premises. On-Sale is defined as the authorization to sell beer, wine, and distilled spirits for consumption on the premises and authorizes the sale of beer and wine for consumption off the premises, minors are allowed with appropriate food service in operation.

#### **D) Retail Sales**

- (1) *General.* Retail sales must be offered at a variety of price points that have a direct relationship to the Area, its history, or other related natural or cultural topics. All retail outlets must meet the respective Service Standards as outlined in Exhibit B-11 (Retail Standards). This must provide visitors with opportunities to buy memorabilia of their visit, while at the same time obtaining information or educational messages related to the Area's resources. Items offered must not be below average/ poor quality as determined by the Superintendent.
  - (a) The Concessioner must actively seek and prominently display Environmentally Preferable merchandise such as that made with recycled content or using less toxic materials such as paper products and clothing.

- (b) The Concessioner must adhere to Service policies regarding the sale of biological materials which includes the prohibition on seed package sales. Seeds of any origin must not be available for sale at retail outlets in Area.
  - (c) The Concessioner must provide retail items which are manufactured in the United States and prominently identify and display them.
  - (d) The Concessioner must institute a bag-on-request program as a waste reduction measure.
- (2) *Merchandise Plan.* The Concessioner must develop and implement a merchandise plan based on the Area's Gift Shop Mission Statement (included as Exhibit B-3 to this Operating Plan), and submit the plan to the Superintendent for review and approval **within 180 days of the Contract effective date**. The Concessioner must incorporate the Merchandise Plan into the operation of all merchandise areas. Any merchandise sales conducted over the Internet by the Concessioner will also be governed by the Gift Shop Mission Statement
- (3) *Handcrafts*
- (a) The Concessioner must actively seek and prominently display local Native American Handicrafts (as defined in 36 C.F.R. §51.83).
  - (b) The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Native American Handicrafts. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all Native American Handicrafts for which an exception to franchise fee is claimed.
- (4) *Labeling and Certification*
- (a) Labeling. The Concessioner must mark all merchandise with a selling price, point of origin, or other identification as available. Point of origin may not be covered by labeling. The Concessioner may mark identical items by a single sign rather than individually.
  - (b) Informational Tags. Wherever appropriate, informational tags attached to the items must show their relationship to Area interpretive themes.
  - (c) Handicraft Labeling. The Concessioner must label handicraft items as such.
  - (d) Natural Product Labeling. The Concessioner must label merchandise made from natural products to disclose that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species (including, but not limited to geological items).
- (5) *Items Available for Sale*
- (a) Gifts and Souvenirs. Gift shops must offer items that have a direct relationship to the Area, its environs, history, or other related natural or cultural topics to allow visitors the opportunity to buy memorabilia of their visit while at the same time obtaining information or educational messages related to the Areas' resources. The Service is authorized to review and approve all merchandise sold in the Area. Each outlet must carry some items unique to the location.
  - (b) Grocery and Convenience Items. The Concessioner must provide a wide range, selection, and pricing for grocery and convenience items appropriate for the Area. The Concessioner must protect all grocery and convenience store outlets from wildlife and pests. The Concessioner should encourage the purchase of healthy food and beverage items.
  - (c) Sporting Goods and Recreational Equipment. The Concessioner must carry a selection of sporting goods, recreational equipment, and clothing to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items which represents a range of price and quality levels.
- (6) *Firewood*
- (a) To prevent the spread of invasive pests, the Concessioner must purchase and sell only locally grown and harvested firewood in accordance with state quarantines.

- (b) The term "local firewood" means purchasing firewood within a 50 mile radius of the Area.
- (c) If local firewood is not available, the Concessioner must purchase and sell certified firewood. Certified firewood must have a USDA issued certificate indicating it is pest-free.
- (7) *Classifications, Requirements and Standards for Merchandise.* The Service has updated its standards for and defined classifications for retail sales in the Area including souvenirs, gifts, and recreation specialty, grocery, and convenience store. The Concessioner must provide the following types of merchandise at each location as identified in the following table. Applicable merchandise standards by classification are presented in Exhibit B-11 (Retail Standards). Area-specific requirements, additions and exceptions to these standards are presented by retail outlet in the sections below.

**Table 7. Retail Sales by Location**

Facility Name/Location	Classification	Merchandise Type
The Ahwahnee Hotel Gift Shop	Souvenirs and Gifts	Gifts and souvenirs, apparel, and interpretive materials related to area
The Ahwahnee Hotel Sweet Shop	Convenience	First aid and beauty aids, reading materials, limited food items related to the "Sweet Shop" theme; no gifts or souvenirs
Badger Pass Ski Area	Souvenirs, Gifts, Recreation Specialty; Convenience	Souvenirs, apparel, pre-packaged food, and general merchandise associated with skiing
Crane Flat Store	Souvenirs and Gifts; Convenience	Groceries, souvenirs, apparel, and camping goods
Curry Village Gift Shop and Grocery		Groceries, souvenirs and interpretive materials related to area, apparel, and sundries
Curry Village Mountain Shop	Recreation Specialty	Apparel, camping and outdoor recreation goods related to hiking, backpacking, and climbing
Glacier Point	Souvenirs and Gifts	Interpretive materials related to the area and general needs of hikers and picnickers, with limited camping supplies
High Sierra Camps	Convenience	Only items appropriate to the needs of High Sierra Camps will be sold in a limited space at each of the camps. Souvenirs such as t-shirts will not be sold at any of the camps, but may be provided at other retail outlets
Tuolumne Meadows Lodge Grocery	Souvenirs, Gifts, Recreation Specialty; Grocery	Groceries, sundries, souvenirs, apparel, outdoor equipment, camping goods, and interpretive materials related to the area. Within the grocery store, the Concessioner may operate a branch post office via separate contract with the U.S. Postal Service
Tuolumne Meadows Lodge Retail Sales	Souvenirs and Gifts; Convenience	Apparel, sundries, interpretive materials related to the area, but no food items
Wawona Hotel Gift Shop	Souvenirs and Gifts; Convenience	Souvenirs, apparel, groceries, sporting goods. Within the grocery store, the Concessioner may operate a branch post office via separate contract with the U.S. Postal Service
Wawona Hotel Golf Shop	Souvenirs and Gifts	Souvenirs, apparel, pre-packaged foods and beverages
White Wolf Lodge	Souvenirs and Gifts; Convenience	Souvenirs, apparel, sundries, pre-packaged foods and beverages.
Yosemite Lodge Gift Shop & Grocery	Souvenirs and Gifts; Convenience	Souvenirs, sundries, apparel, groceries
Yosemite Village Store	Souvenirs and Gifts; Convenience	Groceries, sundries, souvenirs, apparel, sporting goods

- (8) *On-line Retail Sales (Authorized Service).* All online retail sales must be consistent with the themes as required by this Operating Plan and the Gift Shop Mission Statement. All online retail sales are subject to Franchise Fees.

**E) Visitor Transportation Services (VTS)**

- (1) *General.* The Concessioner must provide complimentary Visitor Transportation Service shuttles within the Area in order to promote utilization of its facilities and minimize related traffic congestion and associated environmental impacts of its operations. Specific terms and conditions for this service are contained in Operating Plan Exhibit B-6 (VTS Operating Plan).

**F) Fuel Sales and Automotive Services**

- (1) *General.* The Concessioner must maintain records relating to personnel, insurance, payroll, lien sales, repairs, and all tow services furnished. All records must be available for inspection for a period of two (2) years, plus the current operating year.
- (2) *Fuel.* Service stations must provide three grades of unleaded gasoline, lubricants, and other routine automotive products to the visiting public at all public service stations. Diesel fuel must also be provided at Crane Flat, El Portal, and Wawona service stations. Propane must be provided at El Portal and Wawona service stations. Free water and pressurized air dispensers must be provided at all public service stations.
- (3) *Service Stations*
  - (a) The Concessioner must operate the Crane Flat, El Portal, and Wawona service stations on a year round basis.
  - (b) All service stations must be self-service and provide pay at the pump 24 hours with credit or debit card. At a minimum, the Concessioner must staff the service stations as follows:
    - (i) Crane Flat: 8:00 a.m. to 5:00 p.m. during the Main Season
    - (ii) El Portal: 8:00 a.m. to 5:00 p.m.
    - (iii) Wawona: May – October 8:00 a.m. to 5:00 p.m.; November – April 9:00 a.m. to 6:00 p.m.
  - (c) The Concessioner must post adequate and appropriate signage in a prominent location stating contact information for emergency services as well as other necessary signage.
  - (d) Automotive supplies must be available that are customary for service stations, such as fuses, oil, battery fluid, transmission fluid, fan belts, pressurized air, water, etc. Weights and measures certification inspection reports must be provided to the Service upon request with appropriate stickers posted at the pumps.
- (4) *Tour Transportation/Maintenance Fueling Stations.* The Concessioner must operate fueling stations at Badger Pass and Yosemite Valley. The Badger Pass and Yosemite Valley fueling stations must be operated year round.
  - (a) At the Valley Fueling Station, the Concessioner sells fuel to the Service via an approved U.S. Government Fleet card assigned to the vehicle being fueled, and, on an emergency basis, to the public.
  - (b) Regular gasoline and diesel tanks at the Badger Pass maintenance shop are used by the Concessioner to fuel vehicles used during winter seasonal operations at the ski area.
  - (c) Wawona shuttle vehicles must be fueled at the Wawona service station. Vehicles must be fueled on a schedule arranged to minimize visitor service interruption.
- (5) *Yosemite Valley Concessioner Garage (Emergency Services Only)*
  - (a) Automotive Services. The garage must be equipped and supplied with parts to make emergency vehicle repairs only. Routine vehicle maintenance activities are not authorized. The Concessioner must staff the garage operation with a manager or lead associate who has three verifiable years of for-hire towing experience. Appropriately certified mechanics must be available on staff at the garage. Propane must be available during operating hours. The facility must be staffed with a person capable of providing assistance to motorists who are in need of emergency services and make arrangements for tow truck services.
  - (b) Removal of Concessioner Garage. The Merced River Plan calls for the removal of the Concessioner Garage. As such, the Valley Garage will be removed at some point during the term of the Draft Contract. At the point in which this occurs the Concessioner must relocate

the above defined emergency automotive services to the El Portal and Wawona service facilities and must accommodate emergency vehicle repairs from these locations. Shuttle bus and fleet maintenance services will be relocated outside the river corridor to the NPS Maintenance Area within the Government Utility Building.

- (c) Impound. The Concessioner must work with NPS law enforcement personnel and provide impound services with short-term (5-7 days) storage within the Area and long-term storage located outside the Area. Billing for all towing and impounds will be made directly to the vehicle owner. The Concessioner must have access to payment utilizing lien sale procedures as provided in the California Vehicle Code.
- (6) *Tow Truck Services*
  - (a) Service. The Concessioner must be capable of responding to at least four simultaneous calls for tow services. The Concessioner must make every reasonable effort to initiate tow truck services within 30 minutes. When this standard cannot be met, the garage manager should contact the Service Communication Center to update Service staff as to the expected time of arrival at the call site. Expected response times are as follows:
    - (i) Zero (0) active field requests = 10 minutes plus drive time
    - (ii) One (1) active field requests = 15 minutes plus drive time
    - (iii) Two (2) active field requests = 30 minutes plus drive time
    - (iv) Three (3) active field requests = 60 minutes plus drive time
  - (b) Staffing. Staffing levels must be sufficient to meet anticipated call volume based upon weather forecasts, road conditions, levels of Area visitation, seasonality (periods of the year when the Tioga and Glacier Point roads are open or closed) and past business records.
  - (c) Drivers. Tow truck drivers must participate in a controlled substance and alcohol testing (CSAT) program. Drivers requiring a Class A, Class B or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in 49 CFR Parts 40 and 382.
  - (d) Tow Truck Vehicles. The Concessioner must maintain a fleet of at least five (5) tow trucks (three wreckers and two flat beds). Tow trucks shall be located at El Portal, Wawona and Yosemite Valley. A properly licensed tow truck driver must respond with a properly equipped tow truck of the class required to tow the inoperable vehicle and be in possession of the appropriate class of license and applicable endorsements. Any applicable permits (e.g., load variance, oversize, etc.) must be valid and maintained in the tow truck. All tow trucks shall have recovery and wheel lift capabilities and be able to tow most vehicles commonly found on the road, including RVs and buses.
  - (e) Vehicle Storage. The Concessioner must be responsible for the safekeeping and prevention of vandalism of all vehicles and contents that are stored at a garage site. The primary storage facility must be at the same location as the garage, or other location approved by the Service. The Concessioner's staff must be properly trained to conduct business transactions related to towing, storage and release of vehicles/property. The Concessioner must keep a written record of every vehicle stored. The record must contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicles (if this information is ascertainable), and a brief vehicle description, including the make, model, license plate number, vehicle identification number, and any vehicle damage. The Concessioner must contact Service law enforcement agents prior to releasing a vehicle with law enforcement hold.
  - (f) Affiliation. The Concessioner must affiliate itself with at least one major auto club or other network of towing service providers that maintain an operational standard and customer feedback system.
- (7) *Snow Chain Services*. The Concessioner must provide snow chain service in The Ahwahnee Hotel, Badger Pass, Curry Village, Wawona Hotel, and Yosemite Lodge parking lots as weather and road conditions dictate. Chain service must also be available at all service stations which operate during the winter season. The Service issues commercial use authorizations for chain

service to other operators to supplement service in the event the Concessioner is unable to meet the demand.

### **G) Motorized Interpretive Tours**

#### *(1) General*

- (a) Operating schedules and hours of operation will be reviewed and approved in advance by the Service.
- (b) The Concessioner must provide guided bus and tram tours using vehicles provided by the Concessioner unless otherwise stipulated.
- (c) The Concessioner must provide a sufficient number of trained, courteous drivers and support staff to meet the operating schedule. Personnel must wear appropriate uniforms. Employees who deliver interpretive programs, tours, or guide services will be certified by the National Association for Interpretation or equivalent. Products and services will be evaluated based upon Service interpretive standards as outlined in the Long Range Interpretive Plan.
- (d) The Concessioner must provide the interpretive program, approved by the Service, unless the Service provides the interpretive messages.
- (e) When the Concessioner uses its interpretive staff for tours, the Concessioner will train its staff members in safe operating procedures.
- (f) Interpretive programs must meet Service Accessibility requirements, when appropriate.

#### *(2) Yosemite Valley Floor Tour*

- (a) The Valley Floor Tour travels 26 miles in two hours starting in the east end of Yosemite Valley, then up to Tunnel View and back.
- (b) An evening "Moonlight" tour may be offered around the time of the full moon during non-inclement weather.
- (c) The Concessioner must provide each passenger on an open-air tram a headphone or must retrofit the tram's sound system to prevent the interpretive messages from impacting or intruding upon other visitors' experiences.

- (3) *Glacier Point Tour.* The Glacier Point Tour is a half day (four hour) tour traveling from Yosemite Valley to Glacier Point and back. The Concessioner must offer one-way rides to Glacier Point for those who wish to hike down to Yosemite Valley. One-way tickets must be sold at a reduced price approved by the Service.

- (4) *Grand Tour.* The Grand Tour is a full day (eight hour) tour leaving Yosemite Valley, traveling to the Mariposa Grove of Big Trees, Wawona, Glacier Point and returning to Yosemite Valley. This tour must include an optional lunch at the Wawona Hotel dining room. At the Mariposa Grove of Big Trees the Concessioner is authorized to use the parking lot at the Lower Grove only for unloading and loading passengers. The Concessioner is not authorized to park at the Lower Grove parking area while passengers are offloaded.

- (5) *Hiker's Bus.* The Hiker's Bus must be offered seasonally on a daily basis from mid-June through mid-September from Yosemite Valley to Tuolumne Meadows as a means of transportation between Yosemite Valley and various trailheads along the way to Tuolumne Meadows and back. The driver must provide an appropriate interpretive program during the trip.

### **H) Interpretive Services**

#### *(1) General*

- (a) The Concessioner must offer a variety of interpretive services programs in the Area that promotes stewardship of natural, cultural, and recreational resources and supports the concepts and goals of the Area's Long Range Interpretive Plan.
- (b) Service staff is available to the Concessioner for training, advice, and assistance in the development of interpretive materials and programs.
- (c) New interpretive programs require Service approval prior to implementation.
- (d) A representative of the Concessioner will be assigned to serve on the Area's Interpretive Management Team.



- (e) Concessioner employees who provide interpretive programs must demonstrate their knowledge of Area resources and audiences and use appropriate interpretive techniques in their interpretive services. The Concessioner must provide interpretive training for its employees. Employees who deliver interpretive programs, tours, or guided services will be certified by the National Association for Interpretation or equivalent. Products and services will be evaluated based upon Service interpretive standards as outlined in the Long Range Interpretive Plan.
  - (f) Interpretative programs must meet Service accessibility requirements.
- (2) *Interpretive Program Locations*
- (a) The Ahwahnee Hotel, Badger Pass Ski Lodge, Curry Village (Amphitheater and Pavilion), Tuolumne Meadows Lodge (Campfire Ring), Wawona Hotel, and Yosemite Lodge (Amphitheater and Cliff Room) are locations within the Concession Facilities where interpretive programs may be provided by the Service. Additional operating details for interpretive programs held at these locations and provided by the Concessioner, but not addressed elsewhere within this Operating Plan, should be coordinated with the divisions of Interpretation and Business and Revenue Management.
  - (b) Interpretive programs conducted by the Concessioner must be provided within the Concession Facilities and as approved in advance by the Service. Interpretive programs provided outside of Concession Facilities must be approved in advance by the Service.
  - (c) The Cliff Room at Yosemite Lodge must be set up and available on Monday, Wednesday, Friday, and Saturday nights from November 1 through April 30 for Service and Concessioner evening interpretive programs. The room must be available starting at 6:30 p.m. to allow adequate setup time for the interpretive program.
- (3) *Point of Contact and Equipment Requirements*
- (a) The Concessioner must designate a readily accessible and available point of contact in case of emergency or if there is need for assistance during and at least one hour prior to and after all programs provided by the Service at Concession Facilities.
  - (b) The Concessioner must provide and maintain adequate and appropriate equipment, including, but not limited to, audio systems, projectors, media players (DVD and VCR), cables, connectors, and adaptors at all facilities and locations where films, slide shows, presentations, and other such interpretive programs are held. A proper system for lighting the presenter must also be provided and maintained by the Concessioner at each of these areas. The Service will provide a recommended equipment list to the Concessioner upon request.
- (4) *Walk and Programs.* Free guided walks, tours of The Ahwahnee Hotel and Wawona Hotel and other Concession Facilities, films, slide shows, presentations, and other programs must be provided on a scheduled basis to the visiting public by trained staff of the Concessioner. Changes to the schedule must be submitted to the Service for review and approval prior to implementation. Additional no fee programs may include:
- (a) Stories and activities for kids 6 and under
  - (b) Curry Village history walk
- (5) *Fee Based Interpretive Walks and Programs.* The Concessioner must provide Service-approved fee-based interpretive programs. All such programs must have the prior approval of the Service. In addition to the guided vehicular tours and other guided services listed below and in the Yosemite Mountaineering School and Guide Services, Yosemite Theater, and Horse and Mule Operations sections of this Operating Plan, additional interpretive programs can include:
- (a) Guided snowshoe interpretive programs in the Crane Flat area
  - (b) Star gazing tours
- (6) *Non-Personal Interpretive Services*
- (a) General. The Concessioner must actively engage in a non-personal interpretive program. The Concessioner must explore a wide array of methods for conveying interpretive messages to

visitors on Area-related themes and topics such as resource protection, appreciation of Area values, and Service goals as outlined in the Long Range Interpretive Plan. In retail, lodging, and food service facilities, interpretive messages must be included on a variety of items, including hangtags, receipts, menus, placemats, paper cups, and comment cards. Messages will be made in styles approved by the Service and consistent with the Area's Design Guidelines. The Divisions of Business and Revenue Management and Interpretation & Education must review and approve all interpretive materials for public distribution.

- (b) Locations. Area interpretive themes must be integrated into the interior decors at retail, lodging, and food service facilities. Appropriate areas within the land assignment, both interior and exterior locations, must be made available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks.
- (c) Maps and Guides. The Concessioner must make Area information available at lodging, food service, retail, tour, recreation centers (mountaineering school locations, horse and mule operations, etc.), and activities desks. All Concessioner produced maps must be approved by the Service prior to distribution.

#### **I) Mountaineering School and Guide Services**

- (1) *General*. The Concessioner must provide instruction and guiding services for climbing, hiking, backpacking, fly-fishing, cross-country skiing, and backcountry skiing through the Yosemite Mountaineering School (YMS). Equipment rentals and appropriate personal protective equipment must be included in the YMS program. YMS operations must be offered from Badger Pass Ski Area, Curry Village, and Tuolumne Meadows Lodge on a seasonal basis. All guided services will contain an interpretive component promoting stewardship of Area resources. All activities must have Service approval.
- (2) *YMS Operating Procedures Manual*
  - (a) The Concessioner must develop and maintain the Yosemite Mountaineering School Operating Procedures Manual to define Nordic operations, staff responsibilities, and instructor and guide training competencies, environmental responsibilities, customer service, safety, first aid, emergency reporting, etc. The Concessioner must update this manual as necessary and submit it to the Service for review and approval. The Concessioner must make copies of this manual at the Badger Pass Nordic center for reference by Concessioner and Service employees.
  - (b) The Concessioner must submit the initial Yosemite Mountaineering School Operating Procedures Manual, which contains specifications of staff responsibilities, instructor and guide training competencies, environmental responsibilities, customer service, safety, First Aid, emergency reporting, etc., to the Service for review **within 90 days of Contract effective date**. In addition to the conditions noted below, the Concessioner must adhere to the operating standards found in Exhibit B-5 (Badger Pass Operating Plan) and any other applicable Exhibit(s) approved by the Service.
- (3) *General Conditions for Guided Climbing, Hiking, Backpacking, Fishing, Cross-country Skiing, and Backcountry Skiing*. In order to provide consistency in how activities are conducted in the Area, the following General Conditions for providing guided climbing, hiking, backpacking and fishing apply to the Yosemite Mountaineering School programs.
  - (a) Acknowledgement of purpose of activities. In accepting the conditions of providing the above mentioned visitor services, the Concessioner acknowledges that the activities must bear a direct relationship to the purpose for which the Area was established, i.e., visitor understanding and enjoyment of the Area. Even though the activity may be primarily recreational in nature, the Concessioner must provide stops and talks to explain the natural ecosystems, history, and culture within the Area to its clientele.
  - (b) Employee Training/Skills. Guides must be a minimum of eighteen (18) years of age. Guides must understand the hazard involved and be properly trained and prepared for conditions and situations that may be encountered. The Concessioner must ensure that guides possess the knowledge, skills, judgment, leadership ability and experience necessary to safely lead groups on day or overnight trips in the Area. Guides must have experience in the subject

areas in which they guide. The Concessioner must provide training or credentialing for mountain guides and climbing instructors through the American Mountain Guides Association or an equivalent professional organization(s).

- (c) Safety. The Concessioner must take every reasonable precaution to ensure the safety of its clients, its employees, other Area visitors, and Area employees.
  - (d) Group/Private Lessons. The Concessioner must offer group and private climbing instruction and lessons by the day (or portion of a day) or overnight. The Concessioner must observe any climbing route or area location closure announced by the Service, including but not limited to those in the Superintendent's Compendium.
  - (e) Nordic Skiing. All Nordic skiing guides must maintain current Wilderness First Responders certification, including CPR and First Aid. Overnight trip leaders must carry a communication working device to contact the Service in case of an emergency or as needed to report other situations. All instructors, including Nordic Guides, must possess the appropriate skills, training, and certification necessary to provide a professional ski experience for the activity type and level of instruction offered. The Concessioner may use training and testing criteria of the Professional Ski Instructor Association (PSIA) and the American Association of Snowboard Instructors (AASI) (or equivalent) for its employees.
- (4) *Special Conditions for Guided Hiking and Backpacking*
- (a) Hiking. The Concessioner must offer group (half day) and custom (half and full day) hikes.
  - (b) Backpacking. The Concessioner must offer a full range of guided backpacking trips in the Area.
  - (c) Trailheads. The Concessioner's groups should avoid trailheads with high public use, such as Happy Isles, the Mist Trail and Little Yosemite Valley during the peak visitation months of July and August. (Alternative access to and from Yosemite Valley may be made via the Pohono Trail, Snow Creek Trail and Yosemite Falls Trail, in addition to others not listed here).
  - (d) Supervision and Compliance. The Concessioner must provide adequate supervision of its employees and clients to ensure that the Area's geological, biological, natural, and cultural resources are not disturbed. The Concessioner must inform its employees and clients of Area regulations. If the guide does not stay with the client throughout their daily activities, that client, or at least one person in the group, must be in possession of a valid Yosemite Wilderness Regulation form. The Concessioner must explain regulations, supervise clientele and report any violations to the Service in a timely manner. Common regulations include:
    - (i) *Protection of Natural Resources and Cultural Artifacts (Historic and Prehistoric)*. The Concessioner must not allow employees or clients to disturb or remove any natural objects or cultural artifacts from the Area including arrowheads or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.
    - (ii) *Campsites/Campfires*. Camping is prohibited within one hundred (100) feet of a trail, flowing stream, river or any body of water. Only existing fire rings, which will be left neat and clean, will be used. Only dead and down wood can be used. Fires must be put out cold using water before leaving a campsite. Wood fires are prohibited above 9600-foot elevation. Campsites will be left clean. All refuse and trash must be hauled out of the backcountry and properly disposed. Garbage is not to be left in fire rings.
    - (iii) *Construction*. No new construction is allowed including rock walls, trenches or new fire rings.
    - (iv) *Food Storage*. Food must be stored properly in approved containers and not be left unattended at any time.
    - (v) *Sanitation*. The disposal of human waste within one hundred (100) feet of a water source, high water mark of any body of water, or a campsite, or within sight of a trail is prohibited. Human waste must be buried at least 6 inches deep.
    - (vi) *Motorized Equipment and Mechanized Transport*. Wilderness Area regulations prohibit the use of motorized equipment and mechanized transport, including bicycles.

- (vii) Feeding Wildlife. Area regulations prohibit the feeding or disturbing of any wildlife in the Area. The Concessioner must enforce this rule with its clients.
- (e) Bear Damage Reports. The Concessioner must report all bear contacts and bear damage incidents. Reports may be made at any Wilderness Permit Station or by contacting the Wildlife Management Office at (209) 372-0476.
- (f) Controlling Clients. The Concessioner must ensure that clientele and vehicles do not obstruct vehicular or pedestrian traffic on roads, trailheads or along trails. The Concessioner must control clients at those places where the group travels in the Area. This includes keeping clients from walking in posted sensitive areas where resource destruction may result. The Concessioner must exercise courtesy and sound judgment to avoid and alleviate risks when encountering other groups.
- (g) Fireworks. Possession and use of fireworks are prohibited in the Area.
- (h) Audio Disturbances. The Concessioner must not transport or use any audio device with an external speaker during any portion of the guided activities. The use of two way radios or other equipment devices for communication purposes by Concessioner personnel is exempted from this restriction.
- (i) Group Size. Group size on trails must not exceed fifteen (15) persons, including guides. Groups traveling cross-country shall not exceed 8 (eight) persons. Only one party at a time may camp at a particular location. Groups must not be combined to accommodate larger numbers. Groups exceeding permitted group size limits must separate into allowable sizes and use separate trailheads. These groups must travel and camp a minimum of ½ (one-half) mile from each other at all times.
- (j) Mitigation. The Concessioner must be responsible for costs associated with mitigation of resource impacts. The Concessioner is responsible for the employee and guide knowing, understanding and following all Area regulations, and for the practice of "Leave No Trace" principles.
- (k) Visitor Information. The information that is provided to Area visitors through tour leaders, brochures, literature or advertising must be accurate and reflect the most current information available to depict Area flora, fauna, culture and history.
- (l) Transportation. Concessioner employees must not transport clients using personal vehicles.
- (m) Commercial Vehicle Safety Inspections. The Concessioner must fully cooperate regarding the inspection of commercial passenger vehicles in the Area. Commercial passenger vehicles in the Area are occasionally inspected by law enforcement rangers or other agencies for mechanical deficiencies and for compliance with other laws and regulations.
- (n) Equipment Inspection. The Service must inspect the Concessioner's equipment used in the permitted activity, including vehicles for mechanical soundness and safe operating condition before each trip. Inspection documents must be maintained by the Concessioner and must be made available for Service inspection upon request.
- (o) Emergency Medical Response. At least one employee with each group must be trained and currently certified in Cardio Pulmonary Resuscitation (CPR). They must also hold a minimum certification of Standard First Aid. A copy of current certificates must be made available upon request of the Service. The group leader must carry and maintain a readily accessible kit for emergency medical care of sufficient size for the number of persons in the group. Copies of all Outdoor Emergency Care (OEC), EMT-1 level certification, and Wilderness First Responder certificates for each employee or volunteer, as appropriate, must be provided to the Business and Revenue Management Office upon request.
- (p) Report of Injury. The Concessioner is required to make a report of personal injury requiring more than minor first aid and/or property damage incident occurring within the Area involving Concessioner vehicles, clientele, livestock, and employees. The report must be made at the first available opportunity. Refer to the Reporting Requirements section of this Operating Plan for additional information.

- (q) Search and Rescue Cost Recovery. The Concessioner must assume all costs incurred by the Service associated with rescues, evacuations and searches for lost, injured, deceased persons participating in trips guided by the Concessioner resulting from the Concessioner's negligence.
- (r) Wilderness Use Permits. Yosemite Wilderness Permits are required for all commercial users of the Area Wilderness who begin backcountry trips at Area trailheads. These permits are subject to the Area's trailhead quota system.
- (5) *Special Conditions for Guided Fly Fishing*
  - (a) Guiding License. A copy of the guide's valid California State Guiding License must be placed on file in the Business and Revenue Management Division
  - (b) Client License. Clients must have a valid California State fishing license in their possession while fishing in the Area.
  - (c) Fishing Regulations. California State fishing regulations and Title 36 of the Code of Federal Regulations apply. The Concessioner must abide by all area closures designated by the Area Superintendent.
  - (d) Commercial Fishing in Yosemite Valley. Guided fishing is not allowed east of the El Capitan Bridge. From the El Capitan Bridge to the Pohono Bridge, the following limits apply:
    - (i) For rainbow trout, a limit of zero (0) (catch-and-release only);
    - (ii) For brown trout, a limit of five (5) per day, or a total of ten (10) in possession.
    - (iii) Only artificial lures or flies with barbless hooks may be used. No bait fishing is allowed.
  - (e) Use of Hooks, Bait, Lead. Fishing in any manner other than by hook and line, with a rod or line being closely attended, is prohibited. No live or dead minnows or other bait fish, amphibians, non-preserved fish eggs, or roe may be used /possessed. Use of lead sinkers and other fishing equipment is prohibited.
  - (f) Chumming. Chumming or placing preserved or fresh fish, eggs fish roe, food, fish parts, chemicals, or other foreign substances in fresh waters for the purposes of attracting fish in order that they may be taken is prohibited.
  - (g) Bridges, Docks, and Dams. Fishing from bridges, docks or dams is prohibited. Beaches for swimming must be designated as such; otherwise, fishing from a beach is permitted.
  - (h) Resources. Areas used for fishing must remain essentially in the same condition as or better than prior to its use. Logs and/or rocks may not be moved. Tree limbs and/or bushes may not be cut down or broken off to improve fishing experience. Digging for bait is prohibited. Fishing from horseback in any lake or stream is prohibited.

#### **J) Equipment Rentals**

- (1) *General*. The Concessioner is authorized to rent camping equipment and other equipment appropriate for approved services. Equipment rentals may be offered at the Curry Village and Tuolumne Meadows Lodge and at the Badger Pass Ski Area Cross Country and Alpine rental shops. Snowshoes may be rented at the Crane Flat grocery store.

#### **K) Public Showers and Laundry**

- (1) *General*. The Concessioner must maintain and service public and employee shower facilities on a regular schedule and provide consistently clean, sanitary conditions. Stalls must be maintained to minimize build-up of soiled grout and cracked surfaces. Stalls must be free of excessive remnants of soap, scraps of paper and hair. Shower curtains must be commercial grade and laundered or cleaned on a regular basis. Worn or torn curtains must be promptly replaced. Floor surfaces shall be slip resistant. Shower facilities must provide adequate amounts of hot water to meet reasonably anticipated levels of use. If towels are included as a part of the shower service, they must be of a commercial quality.
- (2) *Curry Village and Housekeeping Camp Showers (Required Service) and Tuolumne Meadows Lodge, Wawona Hotel, White Wolf Lodge (Authorized Service)*

- (a) The Concessioner must operate the Housekeeping Camp and Curry Village shower houses when tent cabins are occupied and may operate Tuolumne Meadows Lodge, Wawona Hotel, and White Wolf Lodge showers.
  - (b) Charging Rates. The Concessioner may not charge registered guests for shower services. The Concessioner may charge the public (non-registered guests) for the showers but must provide a towel as part of the shower rate.
  - (c) Attendants. The Concessioner must station attendants at the public shower facilities from at least 7:00 a.m. until 10:00 p.m. during the period beginning on the Friday of Memorial Day weekend, through each Labor Day (Monday), at Curry Village and Housekeeping Camp. Any time occupancy of Curry Village tent cabins is forty percent (40%) or higher, an attendant is required.
  - (d) Each shower must be furnished with a stool or bench of sufficient construction to be easily cleaned and comfortably accommodate the needs of a typical adult user. The Concessioner must provide at least two, sturdy clothing hooks within each shower stall. The Concessioner must clean restrooms and showers at least twice daily, according to a posted schedule. During periods of high demand, the Concessioner must provide staff in sufficient numbers to service the public showers and restrooms on a consistent basis throughout the day and nighttime operating hours.
- (3) *Housekeeping Camp Laundromat*
- (a) The Concessioner must operate the facility daily on a year round basis.
  - (b) Washing machines and dryers must be in good operating order. Out-of-order machines must be marked as such with a computer-generated sign and repaired or replaced within a reasonable time.
  - (c) Change and laundry soap vending machines must be available and in good working order.

**L) Ski and Snow Related Services**

- (1) *General*. All minimum operating standards and requirements regarding the Badger Pass Ski area is included in Exhibit B-5 (Badger Pass Operating Plan) attached to this Operating Plan.
- (2) *Off Season Badger Pass Ski Lodge Use*. The Badger Pass Ski Lodge must be made available for Service use during the summer.
- (3) *Overnight Guided Ski Trips (Authorized Service)*. The Concessioner is authorized to use the Glacier Point snack bar ("Ski Hut") for guided overnight ski trips. Overnight accommodations and meals will be provided as part of the overnight ski trips.
- (4) *Overnight Self-guided Ski Trips to Glacier Point (Authorized Service)*. The Concessioner is authorized to provide overnight accommodations and meals at the Glacier Point Ski Hut for those who wish to ski without a guide to the facility. Children ages 13-18 must be accompanied by an adult. Children 12 and under are prohibited from this activity. The group size is limited to 22.

**M) Golfing (Wawona)**

- (1) *Standards*. All minimum operating standards and requirements regarding the Wawona Golf Course are included in NPS-48, Chapter 21.
- (2) *Operations and Maintenance*. The Concessioner must operate and maintain the Wawona Golf Course in accordance with sound management practices to provide a quality service, but with respect for the natural environment of the Area. The Concessioner must comply with all Applicable Integrated Pest Management (IPM) laws.
- (3) *Golf Course Operating Plan*. The Concessioner must develop a Wawona Golf Course Operating plan, which includes the operation and maintenance of the course. The Plan must be submitted to the Service for review and approval **within 90 days of the Contract effective date**. The Concessioner's approved Golf Operating Plan must become a supplement to this Operating Plan. The Plan must receive annual review with revision as needed.
- (4) *Wastewater*

- (a) Although the course lies within the Concession Facilities, it also serves as a natural effluent spray field for the Wawona Waste Water Treatment Plan. This system provides water and nutrients to the course. When the course is open or the Concessioner has groundskeepers on duty, the Concessioner must operate the system under the direction of the Service and must ensure timely maintenance and repairs. The Service assumes responsibility for the wastewater system throughout the remainder of the year.
- (b) The Concessioner and Service will inspect the system prior to every transfer of responsibility. The party relinquishing responsibility of the system must correct any identified deficiencies noted in the mutual inspection.
- (c) The Concessioner shall operate the system in accordance with the National Pollutant Discharge Elimination System Permit for the wastewater treatment plant in effect at the time of operation. A copy of the permit is available from the Service's Utilities Branch.
- (5) *Inspections.* The Service performs regular and unannounced inspections of the irrigation and spray field system. If the Concessioner is unable to affect timely maintenance and repairs, then the Service must perform the needed repairs, and the Concessioner must reimburse the Service for all related costs.
- (6) *Portable Toilets.* The Concessioner must adequately supply, maintain, and clean portable toilets on the course at least near tee #6 or as specified by the Service. Any treatment chemicals used in the toilets will be Environmentally Preferable (e.g. biodegradable and formaldehyde free).

#### **N) Tennis Court (Wawona)**

- (1) *General*
  - (a) Concessioner must ensure that the Wawona tennis court is well maintained and free of debris.
  - (b) The tennis court must be accessible 7 days a week during daylight hours between Memorial Day and Labor Day. The Concessioner may reduce operations between Labor Day and Memorial Day.
- (2) *Tennis Racquets*
  - (a) Tennis racquets must be made available free of charge to all guests of the Wawona Hotel.
  - (b) Tennis racquets must be maintained in good condition. Racquets with missing or broken strings will be restrung or replaced.

#### **O) Horse and Mule Operations**

- (1) *General.* All minimum operating standards and requirements regarding Horse and Mule operations are included in Exhibit B-4 (Horse and Mule Operating Plan) attached to this Operating Plan.

#### **P) Swimming Pools**

- (1) *General.* The use of public swimming pools, associated showers, and towels at the Yosemite Lodge and Curry Village must be available without additional charge to guests staying at any lodging facilities within the Area. Pools at The Ahwahnee Hotel and Wawona Hotel will be available only to guests of those respective lodgings.
- (2) *Standards.* All minimum operating standards and requirements regarding swimming pools are included in NPS-48, Chapter 21.
- (3) *Operating Schedule and Hours of Operations*
  - (a) Swimming pools and showers are open to the public starting Memorial Day weekend through Labor Day weekend.
  - (b) With advance approval of the Service, the Concessioner can adjust pool hours to limit use to specific activities (e.g. lap swimming).
- (4) *Employee Requirements and Qualifications.* An appropriate number of life guards, possessing current certification in water rescue, First Aid, and CPR, must be on duty at all times during hours of pool operation at Curry Village and Yosemite Lodge. Life guards must always stay in the immediate vicinity of their assigned posts while the pool is in operation.

(5) *Pool Maintenance and Resource Protection*

- (a) The Concessioner must maintain and operate all pools and dressing/shower facilities according to Applicable Laws.
- (b) Any leaks must be reported to the Service within 48 hours of detection.

**Q) Automated Teller Machines (ATM)**

- (1) *ATM Services.* The Concessioner must provide an automatic teller machine (ATM) in the Yosemite Village Store, The Ahwahnee Hotel, Curry Village Gift and Grocery Store, Yosemite Lodge registration building, Wawona Gift and Grocery Store, Badger Pass Ski Lodge, Crane Flat Store, and Tuolumne Meadows Store. Locations and aesthetics of the machines must be subject to the approval of the Service. Any income received must be included in gross receipts. The Concessioner must submit all rate requests for ATM service in accordance with NPS guidelines.

**R) Vending**

- (1) *General.* The Concessioner must provide hot and cold beverages including soda, coffee, tea, hot chocolate, water, and juices; pre-packaged foods including candy, snacks, and pastries; health aids such as aspirin and Band-Aids; ice; and phone cards in vending machines at approved locations. Changes to types, quantities and locations must have prior Service approval. Vending machines must be equipped with energy saving devices/features.
- (2) *Presidential \$1 Coin.* Presidential \$1 Coin Act of 2005, Public Law (PL) No. 109-145. The Concessioner will be fully capable of accepting and dispensing \$1 coins in connection with its operations, including vending machines. The Concessioner will display signs and notices denoting such capability on the premises, including on each vending machine, where coins or currency are accepted or dispensed. Vending machines accepting no higher than the \$1 bill need not be modified to dispense dollar coins in change. Vending machines that accept bills greater than \$1 are subject to the \$1 coin dispensing guidelines contained in this policy.
- (3) *Vending Sources.* Vending, ice, and newspaper machines must be conveniently located, and of a design and color that complement the aesthetics of the building and surroundings. The Concessioner must obtain the Service's approval of all new machine locations and exterior aesthetics before the machines are installed.
- (4) *Standards.* All machines must be clean, properly stocked, and in good working condition. Signing on the machine may relate to Area interpretive themes or must be generic in nature. Brand information may only be visible when standing at or near the machine. The machines must be adequately illuminated, but must not contribute to night light pollution.
- (5) *Out-of-Service.* The Concessioner will post professionally prepared signs with appropriate information on machines that are temporarily out of service or out of service for the season directing visitors to the closest available unit.
- (6) *Cigarettes.* The Concessioner must not offer cigarette vending machines.
- (7) *Healthy Choices.* Healthy food and beverage choices must be offered.

**S) Raft Rentals (Authorized Service)**

- (1) *General.* The Concessioner may offer raft rentals. The Concessioner must locate the point of sale system for the raft rentals to a location outside the Merced River corridor.
- (2) *Schedule and Operating Hours.* Raft rentals may occur when the portion of the Main Stem of the Merced River between Stoneman Bridge and Sentinel Picnic Area is open to all non-motorized vessels. Rafts will be allowed upon the water between the hours of 10:00 a.m. and 6:00 p.m. when the river gauge at Sentinel Bridge reads less than 6.5 feet and the combination of air and water temperature is 100 degrees Fahrenheit or more. In addition to the general standards, the Concessioner will make the last pickup at the takeout no later than 6:30 p.m. so that it will allow other visitors the opportunity for raft-free activities such as photography and fishing and time for personal reflection and enjoyment of the natural environment.
- (3) *Equipment*
  - (a) The Concessioner will not exceed the limitation of fifty (50) rafts on the river at any time and no more than one hundred (100) rafts per day. During the operating season, the inventory



will be properly stored on or within a vehicle(s) at the Curry Village recreation area across Southside Drive from Stoneman Bridge in a manner that is unobtrusive and does not cause resource impacts. Permanent storage within the Merced River corridor is not authorized.

- (b) All equipment will be inspected prior to each operating day. Only well maintained and serviceable equipment will be rented. Personal Flotation Devices (PFD) will conform to the standards set forth in the Superintendent's Compendium.
- (4) *Safety*. The Concessioner will establish safe river rafting operating guidelines to include, but not be limited to age, height and weight restrictions, etc. The Concessioner will ensure that each customer is informed of common hazards, safe operating procedures, and emergency procedures. Maps and other information will be provided to each party.
- (5) *Resource Protection*. The Concessioner will ensure minimal resource impact to the river banks at the launch and take out areas. The launch location will be determined by the Service. Rafters will be notified that no entry will be allowed at closed areas along the river banks. An orientation for each rafter will include an educational component about resource protection to include, but not be limited to, rafter conduct, environmental issues (litter), and the natural environment on the Merced River (aquatic and plant).
- (6) *Shuttle Transportation*. The Concessioner will provide a complimentary return shuttle from the take out point to the raft rental stand. Shuttle vehicles will be maintained and operated in a safe manner. Members of the public may use the return shuttle on a space available basis for fee.
- (7) *Public Health and Resource Impact Mitigations*
  - (a) The Concessioner will supply and maintain toilet facilities at the take-out point.
  - (b) The Concessioner will regularly remove trash and solid waste from the take-out site and any other areas along the route that are used during the Concessioner rafting operation.
  - (c) The Concessioner will clean the Merced River bottom of litter and other debris on a weekly basis during the rafting season and will complete a thorough sweep at the end of each season. A thorough sweep of the river banks within thirty (30) feet of the river will be done once mid-season and at the end of the season.
  - (d) The Concessioner will maintain the rafting put-in and take-out areas in such a manner so as not to cause localized impacts to the sites. The Concessioner shall be responsible for the costs of rehabilitation of impacts to these areas that may occur as a result of the raft rental operation.

#### **T) Bicycle Rentals (Authorized Service)**

- (1) *General*. The Concessioner may offer bicycle rentals at Curry Village and Yosemite Lodge, outside of the Merced River Corridor, seasonally. The Concessioner will have at least two wheelchair rentals at each bike rental location. Child trailers, strollers, motorized mobility scooters and helmets, will also be available for rent. Limited bicycle parts and accessories such as tire tubes, chains, locks, and gloves related to bicycling may be sold in a small section of each outlet.
- (2) *Documented Maintenance Program*. The Concessioner will provide and enforce a documented preventative maintenance program, which includes an inspection of each bike between rentals. The Concessioner will provide a bicycle already adjusted to the individual visitor or make adjustments to seat and handlebar height as required. Only well maintained and serviceable equipment shall be rented.
- (3) *Visitor Information and Safety*. The Concessioner will provide each customer with adequate information about safe operating and emergency procedures, Area regulations regarding bicycle operation, legal and appropriate areas for bicycling with correct directions of travel, common hazards, etc. The Concessioner will adhere to the California Vehicle Code in the operation of this visitor service including, but not limited to, youth bicycle helmet laws and requirements. Maps and other information will be provided to each party. The Concessioner is encouraged to provide additional interpretive messages concerning littering, recycling, behavior with Area animals, etc. to each group of renters.

#### **U) Ice Rink (Authorized Service)**

- (1) *Ice Skating.* The Concessioner may provide ice skating at the Curry Village outdoor ice rink in Yosemite Valley. In accordance with the Merced River Plan the Concessioner will be authorized to erect a temporary ice skating operation outside of the Merced River Corridor within the Curry Village Parking Area within the first year of the Draft Contract. The visitor service must be operated in compliance with Applicable Laws and Area policies and regulations.
- (2) *Operating Schedule and Hours of Operation.* The ice rink will be open to the public when weather and ice rink conditions are met and as approved in advance by the Service. Typically, the ice rink will be open mid-November through early March.
- (3) *Ice Rink and Area Facilities and Grounds*
  - (a) If the facility is used after dark, the Concessioner will provide appropriate, adequate lighting. Lighting must be kept at a level that does not interfere with visitors staying in nearby lodging facilities or employees living in nearby housing units. Lighting must be sufficient to illuminate the ice rink and surface to ensure employee and visitor safety.
  - (b) Emergency light must be adequate for evacuation of the ice rink arena and perimeter in the event of an after dark power outage.
  - (c) If music is played, the type of music will be appropriate to the activity and the volume must not interfere with guests staying or employees living nearby.
  - (d) The Concessioner will ensure that ice skating surfaces are safe and will cone or rope off any areas with large cracks or holes until they can be repaired or filled.
  - (e) The Concessioner will not allow any skaters or non-maintenance employees on the ice during ice resurfacing.
  - (f) Suitable walkways for those wearing skates to access the rink from the changing areas must be provided and well maintained.
  - (g) Indoor flooring must be equipped with either a non-slip mat or constructed with a non-skid surface. All flooring will be well-maintained and clean.
  - (h) The Concessioner will keep standing water to a minimum.
  - (i) If the Concessioner uses the outdoor fire ring, the fire must be attended by an employee and the area maintained to provide a safe and clean environment. The area must be maintained so as not to attract pests or wildlife during or after operating hours.
- (4) *Equipment and Other Visitor Amenities*
  - (a) The Concessioner will maintain rental equipment in good operating condition and have an adequate number of skate rental sizes.
  - (b) Skate guards should be available and provided upon request or as needed by ice skaters.
  - (c) Lockers, clothes hooks, and/or storage bins will be provided and conveniently located for public use. If coin-operated lockers are provided, rates must be approved in advance by the Service.
  - (d) The Concessioner must offer helmets for visitor use.
  - (e) Outdoor seating may be provided. Indoor seating must be provided. All seating must be clean and in good physical condition.
- (5) *Employee Qualifications and Requirements*
  - (a) Ice rink personnel must wear distinctive clothing to allow visitors to identify them while on duty.
  - (b) The Concessioner must have a minimum of one employee who possesses current certification in Standard First Aid and CPR on location at the ice rink during all operating hours.

**V) Hair Care (Authorized Service)**

- (1) The Concessioner may offer public hair care services located in the Village Store area. Employees of the Concessioner must receive discounts on this service.

**W) Child Care (Authorized Service)**

- (1) The Concessioner may offer Child Care services at Badger Pass Day Lodge during the winter season of operation for fee. Child Care services must comply with all Applicable Laws.

**X) Kennel Service (Authorized Service)**

- (1) *General.* The Concessioner may provide a kennel service in Yosemite Valley at the stables for up to ten healthy dogs of Park visitors. The Concessioner will comply with Pet Care Services Association (formerly known as ABKA or American Boarding Kennels Association) standards, including the Pet Care Services Association Code of Ethics and Pet Owner's Bill of Rights. This information can be found at [www.petcareservices.org](http://www.petcareservices.org). All applicable fire/safety and public health guidelines will be followed. An animal boarding agreement must be developed by the Concessioner and approved by the Service whenever changes are made.
- (2) *Operating Schedule, Signing, and Employee Assistance*
  - (a) Kennel service will be available on a seasonal basis between Memorial Day and Labor Day when weather conditions are favorable.
  - (b) At a minimum, hours of operation will be 9:00 a.m. to 5:00 p.m. daily in May and 8:00 a.m. to 5:00 p.m. daily during the remainder of the season.
  - (c) Appropriate signing about kennel services will be posted at the Valley Stables operation. Information should include, but is not limited to, hours of operation, rates, and Service-approved Concessioner policies and procedures.
  - (d) Stables employees will be available during operating hours to assist visitors with kennel services.
- (3) *Facility and Grounds*
  - (a) The facility and all associated structures, containers, and other appurtenances must be maintained in good, physical condition.
  - (b) The facility and grounds must be maintained so as not to attract pests and wildlife.
  - (c) Hose bibs (anti-siphoning devices) must be installed as appropriate.
  - (d) Runs will be cleaned at least twice daily and waste and other debris will be removed from drain areas daily.
- (4) *Care and Treatment of Animals*
  - (a) All employees must be properly trained in the care and handling of boarded animals.
  - (b) Animals in the control of kennel employees must be secured at all times either by being locked in runs or on leash. No animal is to be tied and left unattended outside of the compound.
  - (c) No sick or obviously diseased animals are to be accepted at the facility. All animals accepted at the kennel must have appropriate vaccinations, proof of shots, and meet all requirements of park policy, and state or county law.
  - (d) Each animal will be properly cared for to assure adequate food, water, and shelter conditions and will be treated humanely.
  - (e) Food will be properly stored in bear resistant and vermin-proof containers.

**Y) Massage Service (Authorized Service)**

- (1) *Massage Therapy Service.* The Concessioner may provide massage therapy service at The Ahwahnee Hotel only.

**Z) Internet (Authorized Service)**

- (1) Sales via the Internet are gross receipts that are subject to fees and must be reported on the Annual Financial Report.

**AA) Badger Pass and Tuolumne Shuttle (Authorized Service)**

- (1) The Concessioner may provide a for-fee shuttle service from the Yosemite Valley to Badger Pass and within the Tuolumne Meadows developed area.
- (2) All requirements outlined in VTS Operating Plan regarding maintenance, safety and vehicle operations will apply to these operations.

**BB) Special Events (Authorized Service)**

- (1) The Concessioner may offer Special Events to the public such as Bracebridge and other events designed to encourage and spread visitation throughout the year and target periods of low projected occupancy. Bracebridge is limited to eight evening performances traditionally held in the month of December.

**12) REPORTING REQUIREMENTS****A) Concessioner Operational Reports**

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers, **initially within 60 days of Contract effective date, by May 1 of each year, and as significant revisions are made.**
- (2) *Incident Reporting*. The Concessioner must immediately report to a Service ranger or to the Area Communication Center at (209) 379-1992 (or 911/9-911) the following:
  - (a) Any fatalities and any visitor-related accidents/incidents that could result in a tort claim to the United States or the Concessioner.
  - (b) Property damage estimated to be over \$500.
  - (c) Employee or visitor injuries requiring more than minor first aid treatment.
  - (d) Any fires.
  - (e) Any motor vehicle accidents resulting in property damage of over \$500, personal injury or death.
  - (f) Incident that may affect Area resources (e.g. fires, hazardous material spills, etc.) or are violation of state or federal law.
  - (g) Any known, or suspected, violations of the law.
- (3) *Human Illness Reporting*. Information on potential foodborne illnesses, gastro-intestinal illnesses, illnesses transmitted by animals or insects, such as Hantavirus, West Nile virus, Relapsing Fever, etc., whether in employees or guests, must be promptly reported to the NPS Environmental Health Officer in the Safety Office, with a copy to the Division of Business and Revenue Management using Exhibit B-12 (Concessioner Forms) Foodborne Illness Reporting Form. This information, along with other information received, must be inspected by the USPHS consultant or representative to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports can be made by telephone.
- (4) *Hazardous or Non-hazardous Substance Spills*. The Concessioner must immediately report spills to Area Communication Center at (209) 379-1992 and the Business and Revenue Management
- (5) *Certificates of Insurance*. The Concessioner must provide annual updated statements and certificates of insurance **not later than 30 days after the insurance renewal date(s)** and in accordance with this Contract. A complete copy of any insurance policy shall be provided to the Service upon request.
- (6) *Survey Response Data*. Any and all surveys conducted by the Concessioner must be approved in advance in writing by the Superintendent. All customer satisfaction data collected by a third party for the Concessioner must be available to the Service in summary form **within 30 days of receipt**. The Service reserves the right to review supplemental information that supports the summary provided.
- (7) *Visitor Comments*. The Concessioner must provide summaries of all visitor comments to the Service in a format to be approved by the Service **15 days after the end of each month with an annual summary tabulation by January 15**. The Service reserves the right to review all comment cards, when requested.
- (8) *Environmental Report*. The Concessioner must issue an environmental report **within 60 days of the effective date of the Contract and, then on an annual basis by December 31**. If

changes occur, the report must contain any violations, and addresses the current status of goals, policies, and procedures included in the EMP. The report must quantify the following:

- (a) Water used
  - (b) Waste disposed (by type, hazardous and non-hazardous)
  - (c) Materials recycled (type and amount)
  - (d) Materials composted
  - (e) Energy used (type and amount)
  - (f) Gas or other fuel substances such as propane used (type and amount)
- (9) *Monthly Wilderness Itinerary Plan.* The Concessioner must submit a monthly itinerary by mail or fax that provides a schedule of planned trips (both day use and overnight use). The itinerary will be forwarded at least **30 days in advance** of the scheduled trips to: Yosemite Wilderness Office, P.O. Box 577, Yosemite, CA 95389 or fax information to 209-372-0557. The Wilderness Office must be notified by phone or fax when an unscheduled trip, not listed on the itinerary, is planned.
- (10) *Monthly Use Reports.* A Commercial Use Report form must be completed and sent to the Wilderness Office by the **15th of each month** for guided backpacking and hiking trips, for the months in which the activities occur. Contact the Wilderness Office for a copy of the report form. Mail the reports to Yosemite Wilderness Office, PO Box 577, Yosemite, CA 95389, or fax to 209-372-0557.

## **B) Operational Reports by Use**

The monthly operational performance report must include all operational statistics for the individual service. The Concessioner must deliver an annual summary report **60 days after the end of the calendar year**, unless otherwise agreed upon by the Superintendent. This data should be presented in a concise spreadsheet format. Unless otherwise stated, reports must be delivered electronically to the Business and Revenue Management Division.

- (1) *Overnight Lodging (by location and type)*
  - (a) Rooms available and occupied and average daily room rate
  - (b) Market segmentation (e.g. individual leisure, tours, group, conference)
  - (c) Total guest count
  - (d) Average length of stay
  - (e) Telephone revenues (in room and fax charges)
  - (f) Turn away demand for days during that month and reasons
- (2) *Food and Beverage (by location)*
  - (a) Number of covers served by breakfast, lunch, brunch, and dinner by outlet with corresponding revenues and average check
- (3) *Merchandising (by location)*
  - (a) Gross revenue by outlet
  - (b) Number of transactions by outlet
  - (c) Revenue by merchandise category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel)
- (4) *Fuel and Automobile Service*
  - (a) Revenue by category (gasoline, diesel, propane, merchandise, visitor repairs, fleet repairs, employee vehicle repairs)
  - (b) Number of tow calls by district
  - (c) Gallons of fuel sold (gasoline, diesel)
  - (d) Number of auto service employees
- (5) *Visitor Tours and Transportation (other than Shuttle), by type of trip/tour:*

- (a) Gross revenue
- (b) Number of trips
- (c) Number of riders
- (d) Number of transportation employees
- (6) *Visitor Recreation by activity*
  - (a) Horse rides by location (number of riders for each ride duration)
  - (b) Guided climbs (number of guided climbs and number of climbing lessons)
  - (c) Golfing (number of rounds)
  - (d) Badger Pass (number of ski lessons, number of skiers, and number of ski rentals)
- (7) *Yosemite Valley Shuttle by service area (Valley, El Capitan, Visitor Center - Camp 6):*
  - (a) Number of trips
  - (b) Number of riders
  - (c) Number of transportation employees
- (8) *For Fee Shuttle by service area (Badger Pass, Tuolumne Meadows):*
  - (a) Number of trips
  - (b) Number of riders
  - (c) Number of transportation employees
- (9) *Interpretive Programs*
  - (a) Number of days offered, by type
  - (b) Number of participants
  - (c) Revenue
  - (d) Number of employees
- (10) *Stock Day Trips*
  - (a) Number of day trips, including the number of participants and guides
  - (b) Location of each trip
- (11) *Other*
  - (a) Vending revenue per month
  - (b) Any other revenue per month
- (12) *Employee Housing*
  - (a) Total number of beds
  - (b) Number of beds occupied
  - (c) Total direct housing rental revenue and expenses
  - (d) Total number of permanent and seasonal employees on staff at end of month

### **C) Concessioner Financial Reporting**

In addition to the Annual Financial Report (AFR) required in the Contract, the following financial reports will also be required. Each revenue-producing department (i.e. lodging, food and beverage, retail, etc.) will have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format will be approved by the Service.

- (1) *Annual Budget.* A budget including detailed utilization and revenue and expense projections, due by the date determined by the Service.
- (2) *Financial Forecast.* A pre-season financial forecast for each business activity compared to annual budget. Format used to be pre-approved and due date to be determined by Service.
- (3) *Monthly Franchise Fee Report.* By the **15th of the month** as part of the monthly reporting, the Concessioner will report on the franchise fee deposit made for the preceding month. Reporting documentation will include a copy of the wire transfer identifying the account and the amount transferred.

- (4) *Utility Add-On.* Expenses recovered from utility add-ons must be shown as “Other gross receipts, Utility Add-On Revenues”.
- (5) *VTS Reporting.* VTS Reporting Requirements are outlined in Exhibit B-6, VTS Operating Plan
- (6) *Internet Sales and Reporting.* Sales via the Internet are gross receipts that are subject to franchise fees and must be reported on the Annual Financial Report.

### 13) SUMMARY OF INITIAL AND RECURRING DUE DATES

Title	Schedule	Due Date
<b>Contract &amp; Exhibit B: Operating Plan</b>		
Opening and Closing Plans	Annual	October 1
Actual Opening and Closing Dates (prior year)	Annual	February 1
Rate Approval Request	Annual	NLT 90 days in advance of intended effective date
Beverage Container Redemption/Recycling Program	Annual	March 1
Service Animal Policy	Initial / Annual	Within 60 days of Contract effective date; November 15
Lost and Found	Initial	Within 45 days of Contract effective date
Hantavirus Risk Reduction Protocols	Initial / Updated	Within 60 days of Contract effective date
Visitor Comments and Complaints	Annual / Monthly	January 15; NLT 15 <sup>th</sup> of each month
Employee Handbook	Initial / Updated	Within 30 days of Contract effective date; as updated
Collective Bargaining Agreements	Initial / Updated	As new agreement in place; as updated
Risk Management Plan	Initial / Annual	Within 120 days of Contract effective date; November 30
Emergency Response Plan & Hazard Communication Plan	Initial / Updated	Within 120 days of Contract effective date; as updated
Safety Representative	Initial / Updated	Within 60 days of Contract effective date; as updated
Acknowledgement of Risk	Updated	NLT 30 days in advance of proposed changes
Environmental Management Program	Initial / Annual	Within 120 days of Contract effective date; November 30
Reporting and Reconciling Utility Add-On	Annual	January 15
Fire Prevention, Protection, Suppression Inspections	Initial / Annual	Within 30 days of occupancy;
Advertisements & Promotional Material	As Needed	NLT 30 days in advance of need
High Sierra Camps Lottery Application	Annual	NLT 30 days in advance of need
Operating Standards for Degnan's	Initial	Within 120 days of Contract effective date
Alcoholic Beverage Policy	Initial	Within 60 days of Contract effective date
Merchandise Plan	Initial	Within 180 days of Contract effective date
YMS Operating Procedures Manual	Initial	Within 90 days of Contract effective date
Golf Course Operating Plan	Initial	Within 90 days of Contract effective date

Title	Schedule	Due Date
Management Listing	Initial / Annual	Within 60 days of Contract effective date; May 1
Certificate of Insurance	Annual	Within 30 days of renewal date
Third Party Survey Data	As Needed	Within 30 days of receipt
Environmental Report	Initial / Annual	Within 60 days of Contract effective date; December 31
Monthly Wilderness Itinerary Plan	As Needed	NLT 30 days in advance of scheduled trips
Monthly Use Reports	Monthly	NLT 15 <sup>th</sup> of each month
Operational Reports by Use	Annual	Within 60 days after calendar year end
Annual Budget	Annual	TBD
Financial Forecast	Annual	TBD
Monthly Franchise Fee Report	Monthly	By the 15 <sup>th</sup> of each month
<b>Exhibit B-4: Horse and Mule Operating Plan</b>		
Animal Boarding Agreement	Initial	Within 120 days of Contract effective date
<b>Exhibit B-5: Badger Pass Operating Plan</b>		
Alpine Skiing Operations Plan	Initial / Annual	Within 90 days of Contract effective date; November 15
Operating Schedule	Annual	NLT 30 days prior to implementation
Special Event Approval	As Needed	NLT 30 days prior to proposed date
Badger Pass Ski Patrol Manual	Annual	NLT October 1
EMS Liaison & Medical Control	Annual / As Updated	Prior to start of the operating season
Medial Certificates	Annual / As Updated	Prior to start of the operating season
Evacuation Plan	Initial	Within 120 days of Contract effective date; as updated
Terrain Park Safety Work Plan	Annual	Prior to terrain park season opening
<b>Exhibit B-6: VTS Operating Plan</b>		
VTS Operating Schedule	Annual	NLT October 15
Inspection Government-Owned VTS Vehicles	Initial	Within 90 days of Contract effective date
Report of Annual Inspection of VTS Vehicles	Annual	Within 30 days of completed inspection
VTS Budget Proposal	Annual	October 15
Quarterly Financial Reporting	Quarterly	Within 30 days from end of each quarter
Operating Report	Monthly	NLT 15 <sup>th</sup> day of following month
VTS Maintenance Reserve Account	Annual	Within 60 days of Concessioner's fiscal year
Warranty Reporting	Quarterly	Within 15 days after the end of each quarter
<b>Exhibit B-7: Employee Housing Operating Plan</b>		
Employee Housing Plan	Initial / Annual	Within 90 days of Contract effective date; July 1
Designated Employee Housing Supervisors	Initial / As Updated	Within 30 days of Contract effective date



**ATTACHMENT A****CONCESSIONER RISK MANAGEMENT PROGRAM  
PERFORMANCE STANDARDS****Introduction**

The following general standards apply to almost all concession operations. There are, however, some instances where individual performance standards may not be applicable to the size and complexity of the concession operation. The park superintendent has the authority to select the elements which apply. First Priority (A) deficiencies may not be waived.

**A. Documented Program**

1. Policy written and available to staff (B)
  - The policy states the concessioner's commitment to provide a safe and healthy environment for employees and visitors.
  - At a minimum it will address procedures to identify and correct safety deficiencies, and measures to ensure safety awareness and training in hazards recognition.
  - The policy will outline accountability and responsibility for management, supervisors, and employees.
  - The policy is distributed to employees or is posted conspicuously.
  - The scope and complexity of the program is commensurate with the size and type of operations and services being provided.
  - Long-range goals and objectives to achieve a safe, healthful environment are formulated.
2. Safety and health official is designated (B) or (C)
  - The person with primary responsibility for managing the concessioner's risk management program is clearly identified.
  - This person's responsibilities and authority are clearly stated.
  - Sufficient documentation is provided to verify the designated safety and health official has carried out his/her assigned responsibilities; such documentation may include inspection reports, records of training sessions conducted/attended, accident/incident reports and follow-up, analysis of accident trends, etc.
3. Management and staff held accountable for compliance (A)
  - Supervisors are assigned the responsibility to conduct routine safety inspections of the assigned work areas, job sites, etc.
  - Procedures to evaluate all employees on compliance with the concessioner's risk management program are identified.
  - Employees are encouraged to report unsafe or unhealthy working conditions.
4. Sufficient funds and/or resources have been allocated to support the risk management program (A)
  - Adequate funds and/or other resources have been set aside to cover needs for staff, training, personal protective equipment, safety literature, and other recurring needs commensurate with the size and complexity of the concession operation.
5. Annual Goals and Objectives (B) or (C)
  - Specific goals and objectives are established annually for achieving a safer and healthful work environment. These may be based on needs identified in prior reporting periods, e.g., specific goal for reducing back injuries, expanding safety segment of general orientation training for

seasonal wait staff, housekeepers, and maintenance workers, purchase and use of an expanded safety videotape library, etc.

6. Program administration (C)
- Safety and health information is available to all permanent and seasonal employees.
  - OSHA "right to know" posters (OSHA 2203) are prominently displayed in areas frequented by staff.
  - Summary of accidents/injuries listing total number and total lost-days are reported to NPS annually.
  - Employees (and employee unions) have an involvement in the program via committees, suggestion programs, or other systems for reporting workplace hazards.

## B. Inspections

7. Inspection schedule has been developed (B)
- A schedule for inspecting all facilities, equipment, and public use areas has been developed.
  - The frequency and timing of inspections for all facilities and equipment is identified and is commensurate with the complexity or seasonality of the operation.
  - Any facilities or equipment requiring specialized safety inspections are identified and a schedule is established, e.g., in accordance with manufacturer recommendations, or governing or professional organization recommendations, etc.
  - Inspections are conducted according to the established schedule.
8. Inspections are conducted as scheduled or required (A)
- Procedures for documenting inspections, reporting hazards, etc., are established.
  - Inspections are conducted as required.
9. Inspections conducted by person(s) trained and capable of recognizing and evaluating hazards (B)
- Person(s) responsible to conduct the required inspections are identified.
  - Individual(s) conducting inspections have the knowledge, skills and abilities to recognize, evaluate, and make recommendations for corrective actions.
  - Person(s) are fully familiar with the operation being inspected and typical problems that might be associated with it.
  - Person(s) conducting inspections understand and follow the established procedures for documenting and reporting hazards.
  - Person(s) conduct inspection follow-up to ensure that hazards are abated within established time limits.
10. Inspections records kept for a minimum of three years (C)
- All inspection records are kept for a minimum of three years, and must be made available to the Superintendent or his/her representative upon request.
  - Such records must include the following information: date of inspection, name of facility/building, identified deficiencies/hazards, classification of deficiencies, abatement date or action plan to correct deficiencies, and name of person conducting inspection.

## C. Deficiency Classification and Hazard Abatement Schedules

11. "Imminent danger" deficiencies abated or action plans developed within time limits (A)
- Imminent danger is defined as a condition or practice with potential for loss of life or body part, permanent disability, and/or extensive loss of structure, equipment or material.
  - Such deficiencies must be abated immediately. An example is a dangling power line.

- Abatement methods include correction of deficiency or other action to reduce risk temporarily to staff and visitors. If abatement cannot be immediately achieved, the facility or service must be closed.

12. “Serious hazard” deficiencies abated or action plans developed within time limits (B)

- Serious hazard is defined as a condition or practice with potential for serious injury or illness resulting in temporary disability or property damage that is disruptive, but less severe than imminent danger. An example is an open trench in front of a public area.
- Such deficiencies should be abated within approximately 15 days or other reasonable time frame as established by the concessioner and approved by the NPS.
- Abatement methods include correction of deficiency or other action to reduce risk temporarily to staff and visitors. If abatement cannot be immediately achieved, the facility or service must be closed.

13. “Non-serious hazard” deficiencies abated or action plans developed within time limits (C)

- Non-serious hazard is defined as a condition or practice with potential for minor nondisability injury or illness or nondisruptive property damage. An example is a minor tripping hazard.
- Such deficiencies should be abated within 45 days or a reasonable time frame as established by the concessioner and approved by the NPS.
- Abatement methods include correction of deficiency or other action to reduce risk temporarily to staff and visitors.

#### **D. Accident Reporting and Investigation**

14. Documented plan for reporting and investigating employee and visitor accidents/incidents (B) or (C)

- Accident/incident reporting and investigation procedures are documented.
- Such procedures must include, but not be limited to, the types of accidents to be reported, the forms to be used to properly document accidents/incidents, the person(s) responsible for reporting and/or investigating accidents/incidents and for completing the forms, required time frames for reporting and documenting accidents/incidents, etc.
- Corrective action is taken to reduce or eliminate recurrence of accidents.
- Records are maintained verifying that accidents were reported and documented as required by the NPS, OSHA, Office of Worker’s Compensation, etc.

15. All reportable accidents are being reported to NPS (B)

- A Plan has been developed outlining procedures for accident reporting. Employees are aware of these procedures.
- Reportable accidents/incidents include any fatalities, visitor incidents with likelihood of a tort claim against the United States, and fires.
- Employees are aware of the type of accidents/incidents which must be reported to NPS.
- Such records should include date accident/incident was reported, to whom and by whom.

#### **E. Public safety awareness and promotion**

16. Communication of Activity-related hazards (B)

- Activity related hazards, e.g., safety orientation for white-water rafting trips, horseback rides, etc., are effectively communicated to park visitors. (Note: This standard may not be applicable to operations that are normally low-risk, such as gift shops.) This element relates directly to the safety component in the “general standard” and any deficiencies noted in periodic operational evaluations of specific services.

17. Communication of resource-related hazards

(B)

- Resource hazards that exist within the scope of the concession operation, e.g., falling rocks, wild animals, lyme disease, trail or river conditions, hypothermia, etc., are effectively communicated to park visitors and staff.

**F. Training**18. Training plan and accomplished training for supervisors

(B) or (C)

- A plan is established identifying the training requirements for all supervisors.
- Required subject matter and/or required training courses are identified and provided.
- All accomplished training is documented.

19. Training plan and accomplished training for safety and health official

(B) or (C)

- A plan is established identifying the training requirements for safety and health official(s).
- Required subject matter and/or required training courses are identified and provided.
- All accomplished training is documented.

20. Training plan and accomplished training for employees

(B) or (C)

- A plan is established identifying the training requirements for all employees.
- The plan includes safety training appropriate to the job being performed, as well as general safety information.
- Required subject matter and/or required training courses are identified and provided.
- All accomplished training is documented.

**G. Emergency Procedures**21. Procedures are documented for all probable occurrences

(B)

- An emergency action plan is developed which identifies occurrence that will require specific procedures to be followed in the interest of life safety and/or property protection, e.g., earthquakes, floods, fires, bomb threats, etc.

22. Plans are coordinated with NPS

(B)

- The concessioner has coordinated all emergency action plans with the NPS.
- Plans are approved by the Superintendent.
- Plans are reviewed annually and updated as necessary.

23. Plans are distributed to employees or posted conspicuously

(B)

- Employees are familiar with emergency action plans and are aware of their individual responsibilities in implementing such plans.
- Procedures are practiced, if required.